

# ST. JOSEPH LEAD COMPANY.

CLINTON H. CRANE, PRESIDENT & TREASURER  
IRWIN H. CORNELL, VICE-PRES. & SALES MGR.  
LEONIDAS H. BESSON, VICE-PRES. & SECRETARY  
H. B. MCGOWN, ASST. TREASURER  
ARTHUR K. MITCHELL, ASST. TO PRESIDENT  
ROBERT BENNETT, ASST. SECRETARY

250 PARK AVENUE

NEW YORK

TELEPHONE VANDERBILT 6130

CABLE ADDRESS  
"SAINTJOE" NEW YORK

June 17, 1926

St. Louis Smelting & Refining Company,  
722 Chestnut Street,  
St. Louis, Missouri.

07LT

40527641



Superfund

52

Dear Sirs:

oud

06/17/26

We have purchased \$129,900 par value of the First Mortgage bonds on the Mine La Motte property with interest; \$200,000 of the Senior Second Mortgage bonds with interest; \$15,000 of the Junior Second Mortgage bonds with interest. We have invested \$302,456.33 with interest to April 30, 1926, in exploration and prospecting of the Mine La Motte Domain and adjacent property toward which you have already advanced \$54,468.16. We have modified our contract of July 7, 1922, with the Sweetwater Mining Company. Copies of the original contract and of its modification are already in your possession. We offer you the opportunity to participate with us on equal partnership basis in the operation of the Mine La Motte properties under this contract, under the following general terms:

(1) You are to pay to us half of our investment in the bonds and to increase your payments until your investment equals ours, accounting from now on to be on a monthly basis. All future advances to be shared equally between your company and ours and all profits, under the contract to be divided equally between us.

(2) The development and operation of Mine La Motte properties to be carried on under the immediate and direct super-

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vision of the St. Joseph Lead Company organization, provided, that the officers of the St. Joseph Lead Company and St. Louis Smelting & Refining Company shall confer and reach agreement upon all matters of policy and upon all contemplated major capital expenditures before any such policy shall be adopted or any such capital expenditures shall be made, and to this end conference shall be arranged from time to time.

The salaries of any St. Joseph Lead Company employees who are employed in the Mine La Motte operation as well as on operations in St. Francois County will be prorated on a man shift basis. Such prorate to be subject to the approval of the St. Louis Smelting & Refining Company.

(3) Custom Milling of Mine La Motte Ores. If, as is now contemplated, Mine La Motte ores are shipped to St. Francois County for custom milling in the plants of either of said companies, such ores shall be accounted for to the Mine La Motte operation on the following basis:

- a. Ores to be delivered f.o.b. mills.
- b. 90% of the lead content of ores to be accounted for in resultant concentrate.
- c. Milling charges to be actual milling cost, plus overhead prorated on a man shift basis.
- d. The concentrate equivalent of 90% of the lead content of the ores to be returned by the mills f.o.b. cars at mills.

(4) Smelting of Ores and Concentrates. All gravity concentrates shall be shipped to the plant of the St. Louis Smelting & Refining Company at Collinsville, Illinois, and all flotation concentrates shall be shipped to the plant of the St. Joseph Lead Company at Herculanum, Missouri, and each of the said companies shall account to the Mine La Motte operation for such concentrates on the following basis:

Pay for 96 $\frac{1}{2}$ % of the lead content of such concentrates at the Engineering & Mining Journal's average price for pig lead at East St. Louis, Illinois, during the month in which concentrates are shipped;

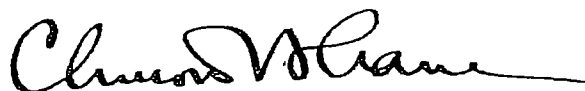
Less all freight charges that may follow shipments; and

Less a treatment charge equal to the actual cost to said companies, respectively of producing chemical lead plus overhead. Such treatment charge to be calculated on the basis of dry weight of concentrates, whether flotation or gravity.

(5) Reports and Accounting. The St. Joseph Lead Company shall furnish the St. Louis Smelting & Refining Company such daily and/or monthly operating and financial reports and statements prepared for its own use from time to time as may be desired by the latter.

Yours very truly,

ST. JOSEPH LEAD COMPANY,



President.

CHC/S

ACCEPTED:

ST. LOUIS SMELTING & REFINING COMPANY

*by J. C. Sisson*  
*2nd Vice-President*

(17)

Duplicate  
(Original)

THIS SUPPLEMENTAL AGREEMENT, made and entered into in duplicate on this 19th day of June, 1928, by and between ST. JOSEPH LEAD COMPANY, a New York corporation, authorized to do business in the State of Missouri, as party of the first part, and ST. LOUIS SMELTING & REFINING COMPANY, a Missouri corporation, as party of the second part.

W I T N E S S E T H: That,

WHEREAS, a contract has been heretofore entered into between the parties hereto under date of June 17, 1928, (reference to which contract is hereby made as if fully incorporated herein), and to which this agreement is supplemental, and pursuant thereto the parties hereto have advanced certain moneys towards the development and operation of that certain parcel of land known as the "Mine La Motte Tract", being U. S. Survey No. 2963, containing 23,954 acres, more or less, located in the Counties of Madison and St. Francois, State of Missouri, and have purchased and own in equal amounts certain bonds secured by mortgage deeds of trust on said property, so that their investment in said property is equal; and,

WHEREAS, the parties hereto have agreed to purchase from the Sweetwater Mining Company its equity in the mineral and sub-surface rights of said Mine La Motte property and in the surface rights to 5000 acres of said property, (subject to the mortgage deeds of trust securing the bonds owned by the parties hereto, as aforesaid), for the sum of \$750,000.00, the location of the land which includes such surface rights to be selected either by a proposed corporation, as hereinafter provided for, or by party of the first part, all of said property to be conveyed by appropriate deeds, assignments, bills of sale or other instruments in writing, directly to said proposed corporation by Sweetwater Mining Company, subject to the aforesaid mortgage deeds of trust; and,

WHEREAS, the parties hereto have agreed to organize a Missouri corporation to be named Mine La Motte Corporation or other suitable name as may be agreed upon by the parties hereto, with a non-assess-

able capital stock of 1000 shares of no par value, which said corporation so to be organized shall take over the ownership and operation of said property to be purchased from Sweetwater Mining Company, the parties hereto each to pay \$50,000.00 cash to said proposed corporation in full payment of its capital stock, such sum to be used for the corporate purposes of said proposed corporation, and each of the parties hereto or their respective nominees to receive 500 shares of the capital stock of said proposed corporation; and,

WHEREAS, the parties hereto desire to cause said Mine La Motte property to be operated through the instrumentality of said proposed corporation in the manner hereinafter stipulated for their equal benefit and joint account.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, it is agreed:

1. That a corporation shall be formed under the laws of the State of Missouri under the name of Mine La Motte Corporation, or other suitable name, as may be agreed upon between the parties hereto, with a non-assessable capital stock of 1000 shares of no par value, the parties hereto each to pay said proposed corporation the sum of \$50,000.00 in cash in full payment of such stock, such sum to be used for the corporate purposes of said proposed corporation. The parties hereto shall each be entitled to and receive one-half (or 500 shares) of the capital stock of said proposed corporation, which shall be issued to the respective parties, and/or their respective nominees.

2. That all of the Mine La Motte properties to be acquired as aforesaid from the Sweetwater Mining Company shall be conveyed directly to said proposed corporation, in consideration of the assumption by said proposed corporation of the payment of the obligations mentioned in and secured by the aforesaid mortgage deeds of trust on said property and of the assumption of the payment of all the money heretofore advanced by the parties hereto towards the development and operation of said Mine La Motte property, the

assumption of payment of said money heretofore advanced by the parties hereto to be evidenced by negotiable promissory notes of the said proposed corporation, payable on demand, ~~at the rate of six (6%) percent per annum, with interest~~ *at the rate of six (6%) percent per annum, with interest* *Cyc*

3. The Board of Directors of said proposed corporation shall be five in number and the directors for the first year shall be as follows:

Clinton H. Crane, Arthur K. Mitchell, Louis T. Sicka, James A. Caselton and Edward J. Cornish.

4. It is contemplated that said proposed corporation may from time to time sell surface rights to certain of the lands to be acquired by it as aforesaid, and the parties hereto mutually agree that as and when any such surface rights shall be sold and conveyed by said proposed corporation to third parties, the liens of the respective mortgage deeds of trust securing the bonds herein referred to shall be released. *Rider attached.*

*Cyc*  
*See*  
The parties further mutually agree to release from the lien of the said mortgage deeds of trust securing the bonds herein referred to, the surface rights of said Mine La Motte property not acquired by said proposed corporation.

~~to be subject to the approval of party of the second part.~~  
ful confer and agree thereon. The salaries of all employees of party of the first part who are employed in the operation of said Mine La Motte property, as well as in the operation of other properties belonging solely to party of the first part in St. Francois County, Missouri, shall be pro-rated on a man-shift basis, such pro-ration

6. Custom Milling of Mine La Motte Ores. If ores originating on said Mine La Motte property are shipped to St. Francois County for custom milling in the plants of either of the parties hereto, such ores shall be accounted for to the said proposed corporation on the following basis:

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assumption of payment of said money heretofore advanced by the parties hereto to be evidenced by negotiable promissory notes of the said proposed corporation, payable on demand, ~~at the rate of six (6%) percent per annum~~ *without interest* *Cyc. file*

3. The Board of Directors of said proposed corporation shall be five in number and the directors for the first year shall be as follows:

Clinton H. Crane, Arthur K. Mitchell, Louis T. Sicka, James A. Caselton and Edward J. Cornish.

4. It is contemplated that said proposed corporation may from time to time sell surface rights to certain of the lands to be acquired by it as aforesaid, and the parties hereto mutually agree that as and when any such surface rights shall be sold and conveyed by said proposed corporation to third parties, the liens of the respective mortgage deeds of trust securing the bonds herein referred to shall be released. *Rider attached.*

5. The development and operation of said Mine La Motte property by said proposed corporation shall be carried on under the immediate and direct supervision of the organization of party of the first part, provided that no major capital expenditure shall be made or incurred without the previous consent in writing of party of the second part, and provided further that in all matters of policy, the officers of the parties hereto shall from time to time as may be needful confer and agree thereon. The salaries of all employees of party of the first part who are employed in the operation of said Mine La Motte property, as well as in the operation of other properties belonging solely to party of the first part in St. Francois County, Missouri, shall be pro-rated on a man-shift basis, such pro-ration to be subject to the approval of party of the second part.

6. Custom Milling of Mine La Motte Ores. If ores originating on said Mine La Motte property are shipped to St. Francois County for custom milling in the plants of either of the parties hereto, such ores shall be accounted for to the said proposed corporation on the following basis:

- A. Ores to be delivered f.o.b. mills.
- B. 90% of the lead content of ores to be accounted for in resultant concentrates.
- C. Milling charges to be the actual milling cost plus over-head pro-rated on a man-shift basis.
- D. The concentrate equivalent of 90% of the lead content of the ores to be returned by the mills f.o.b. cars at mills.

7. Smelting of Ores and Concentrates. All concentrates produced from ores mined from the said Mine La Motte properties shall be shipped one-half to the plant of party of the first part at Herculaneum, Missouri, and one-half to the plant of party of the second part at Collinsville, Illinois. Each party hereto shall account to said proposed corporation for such concentrates on the following basis:

Pay for 90% of the lead content of such concentrates at the ENGINEERING & MINING JOURNAL'S average price for pig lead at East St. Louis, Illinois, during the month in which the concentrates may be shipped, less a treatment charge of \$10 per ton of 2000 pounds dry weight of concentrates. Ores and concentrates shall be delivered by said proposed corporation to the siding of the Missouri Pacific Railroad at Mine La Motte, Mo., freight charges from thereon on the respective shipments to the parties hereto shall be paid by the party receiving such shipments.

8. The said proposed corporation shall keep bank accounts in New York, St. Louis and Fredericktown, Missouri, as may from time to time be deemed necessary or desirable.

9. In the event either party hereto may hereafter desire to sell the whole or any part of the shares of stock owned by it in said proposed corporation, and shall have received from any third party or parties a bona fide offer or offers therefor, which it is willing to accept, the party so receiving such offer or offers, which it is willing to accept as aforesaid, shall before accepting the same notify in writing the other party of such offer or offers, and of the terms and conditions thereof, and such other party shall have ten days after receiving such notice of such offer or offers within which to elect to purchase such stock on the same terms and conditions stated in any such bona fide offer or offers as aforesaid. If the party receiving such notice shall elect to acquire such stock within said ten day period as aforesaid, and on the terms and conditions outlined in any such bona fide offer or offers as aforesaid,

the other party shall transfer such stock to it, upon compliance with the terms and conditions of such bona fide offer as aforesaid. If, however, the party receiving such notice shall fail or refuse to purchase said stock within the time and on the terms and conditions as aforesaid, then the other party shall be at liberty to accept the bona fide offer or offers so made to it, and the rights of the other party hereto to acquire the stock so included in such offer or offers shall be terminated. These provisions shall attach to each bona fide offer either party may receive from third parties, whenever the party receiving such offer may desire to sell the whole or any part of the said stock then owned by it, until all of the stock owned by said party in said proposed corporation shall have been sold. The notice hereinbefore referred to shall be served either personally on the other party or it may be sent to such other party by United States Registered Mail, postage prepaid, and if sent to party of the first part, shall be addressed to it at No. 250 Park Avenue, New York, New York; and if sent to party of the second part shall be addressed to it at 722 Chestnut Street, St. Louis, Missouri.

10. The parties hereto do mutually agree to each advance in equal amounts to the said proposed corporation the sum of money necessary to enable the said proposed corporation to acquire the aforesaid property from the Sweetwater Mining Company, and they do hereby further agree to advance in the future to said proposed corporation, in equal amounts, such further sums, from time to time, as said proposed corporation may need in the development and/or operation of said property. Said proposed corporation as and when it receives such advancements of money made respectively by the parties hereto as herein provided shall issue to the party so advancing the same, its certain negotiable promissory notes dated as of the dates of each of such respective advancements, payable on demand, <sup>with interest</sup> ~~from date at the rate of six (6%) percent per annum.~~ CME  
KIC  
111

11. This agreement shall benefit and bind the parties hereto, as well as their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and their respective corporate seals to be hereunto affixed, attested by their respective Secretaries or <sup>Acting</sup> ~~Assistant~~ Secretaries, all *EE* done the day and year first above written.

ST. JOSEPH LEAD COMPANY,

By *Charles Blaine*  
President,  
Party of the First Part.

Attest:

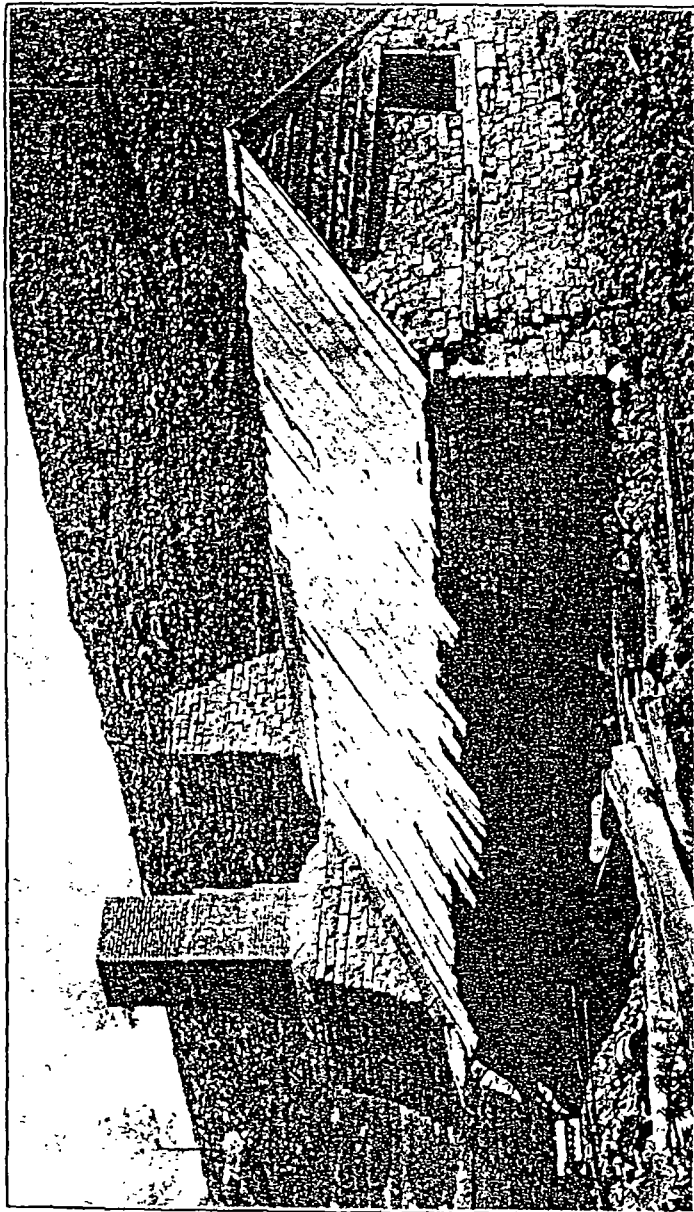
*Louisa H. Brown*  
Secretary.

ST. LOUIS SMELTING & REFINING COMPANY,

By *Louisa H. Brown*  
Second Vice President,  
Party of the Second Part.

Attest:

*E. M. Offenbecher*  
~~Assistant~~ Secretary.  
*Acting*



(Frontispiece)  
Water's lead furnace near Dubuque, Iowa. The second Scotch hearth built in North America.

A. I. M. E. SERIES

# A HISTORY OF AMERICAN MINING

BY

T. A. RICKARD

*Consulting Engineer to the United States Bureau of Mines; Formerly  
Editor of the Engineering and Mining Journal (New York),  
the Mining and Scientific Press (San Francisco),  
and The Mining Magazine (London)*

Published for the Seeley W. Mudd  
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rifles. Then he announced that if the officers and men of the regular army in those parts had more guns than he, they could come and try them. Street called upon the commandant at Fort Crawford, adjacent to Prairie du Chien, to remove the trespassers. The commandant replied that he had only 130 men fit for duty and that it was out of his power to comply with the request. Street could do nothing. Shortly thereafter, on August 25, 1828, the Winnebago Indians were expelled from their grounds and Dodge retained his mines unmolested. He waxed wealthy, shipping his lead from Helena on the Wisconsin river in his own steamers direct to New Orleans. After the treaty with the Indians was ratified, he became proprietor of more than a thousand acres, and upon his expansive domain during four decades he won fame and fortune, becoming three times Governor of the Territory of Wisconsin, Territorial Delegate to Congress, and eventually United States Senator, in which capacity, poetically speaking, he became in his old age an upholder of the law that in his early manhood he had defied.

At first, as we have seen, the lead was shipped down the Mississippi to New Orleans, for trans-shipment to Europe, but as early as 1822 some of the ore was carried to the Atlantic coast by way of the Fox and Wisconsin rivers to Lake Michigan; and this route was used for 20 years thereafter. In 1836 a company was formed to operate a combined wagon and boat service between Galena and Chicago, and from there by the Erie Canal to the eastern markets. In 1847 a Milwaukee paper speaks of the interest excited by the 'prairie schooners' that were constantly arriving from the lead districts, these picturesque wagons being drawn by six, eight, or more yoke of oxen.\* The roads they followed became tempting avenues to the later agricultural settlers that went from the lake shore to the interior, and in this way the path of the lead miner became an important factor in facilitating the development of southern Wisconsin.

\* Isaac A. Hourwich, 'The Making of America', Vol. VI, p. 273; 1905.

In 1845 the output of the Galena district was 54,495,000 pounds of lead, but the average price was under three cents per pound. Until 1850 iron and lead were the only industrial metals in the commerce of the United States; indeed, during the first 70 years of our national existence not one of our mineral resources served to supply adequately the needs of domestic manufacture.\*

After 1845 the mining of lead in Missouri had begun to decline owing to the depletion of the surficial ore, but in 1867 the deeper exploration of the deposits in St. Francois county, which had been the scene of early mining operations, was successful in demonstrating that at a depth of a little over a hundred feet there was a limestone formation that contained lead in disseminated form. This new resource was exploited by the St. Joseph Lead Company, which eventually became the most productive lead enterprise in the world. This company was registered in New York on March 25, 1864, to acquire and exploit a tract of 946 acres, the property of Anthony La Grave, at Bonne Terre. The St. Joseph Lead Company started with a capital stock of \$1,000,000, but this did not outweigh two mortgages, amounting together to \$75,000, on the land it had acquired. Therefore the stock sold at half its par value, and, in default of working capital, the mining operations languished. Among other misfortunes may be mentioned a raid of Confederate troops under General Price. The report for 1865 showed \$17,275 received from sales of lead as against an expenditure of \$34,096.† Thereupon a new board of directors was elected; they went to the mines, made such examination as they could, and, what was more important, levied a voluntary assessment whereby the property was freed from debt. Another important step was taken: a number of Cornish miners were engaged, and a wood-

\* Victor S. Clark, 'History of Manufacturers in the United States', Vol. I, p. 328; 1929.

† J. Wyman Jones, 'A History of the St. Joseph Lead Company', for private circulation, p. 8; 1892.

By aid of the new railroad and of the smelter, the operations of the company developed in extent and productivity. The period of most rapid growth has been during the past 16 years. The multiplicity of shafts and of haulage to the mills has been corrected by a system based upon the use of four shafts alongside as many mills, all the haulage underground being done by high-speed electric locomotives running over an extensive series of tracks. Until 1920 the ore when mined was shoveled by hand; today most of the output is loaded by electric shovels, each of which does the work of a dozen men. Electric power is generated at a central station, where pulverized coal is burned under boilers in much the same manner as gas or oil, the output being 12,500-kilowatt turbine units. The coal comes from southern Illinois. The use of the flotation process in the mills has decreased the loss in slime, the minute particles of galena being saved, so that for every 100 pounds of lead in the ore mined, over 90 pounds of lead is recovered in the concentrate that is shipped to the smelter.

During its life so far of 66 years the St. Joseph Lead Company has had only three presidents: J. Wyman Jones, from the start to 1904; his son, Dwight A. Jones, from 1904 to 1913; and Clinton H. Crane, from 1914 to the present time. During the World War the lead output of this company's mines proved of immediate and great value. On the very day that the United States declared war, namely, April 6, 1917, Mr. Crane became chairman of the Committee on Lead of the Advisory Committee of the Council of National Defence. The committee undertook to furnish, and did furnish, the lead required by the Government at a price less than that of the current market, which market price fluctuated violently in common with that of most commodities in those hectic days. Subsequently, in 1918, when the tremendous demand for munitions created an acute condition in the lead market, the administration of the entire American and Mexican lead output was undertaken by the Lead Producers' Committee

for War Service, with Mr. Crane as chairman. It is estimated that near the end of the war less than 10. per cent of the country's production of lead went into uses other than those vital to the victory of the Allies. The St. Joseph Lead Company from the date of its organization to December 31, 1929, produced 2,707,957 tons of lead, the sale of which has permitted the distribution of \$63,963,189 in dividends. The lead of the Mississippi valley has proved of critical importance both in peace and in war.

The first discovery of lead in the American colonies was made fourteen years after the landing of the first English settlers in Virginia.\* In 1621 lead deposits were found on Falling creek, near Jamestown. The demand for bullets created a market for the metal, and the giving of guns to the Indians for shooting fur-bearing animals caused the lead to be highly appreciated by the natives of the interior. In 1765 a lead mine was worked at Southampton in Massachusetts by a Connecticut company; it was abandoned during the Revolution and re-opened in 1809; but it proved unprofitable, and work was stopped finally in 1828. In Maine, Connecticut, and Pennsylvania lead has been found and mined on a small scale at various times. Lead is needed in warfare, as the American revolutionists discovered. A leaden equestrian statue erected in honor of George III in 1770 had to be sacrificed to their needs; it was used to make bullets for the purpose of destroying His Majesty's soldiers. We are told that the statue was melted by Governor Winthrop of Connecticut, and that it was converted into 42,000 bullets. In 1777 the Congress of the United States recommended that the lead mines in the State of New York be exploited, and promised to supply prisoners of war for the purpose in the event of an inadequate supply of ordinary labor.† The only lead mine of any consequence in New York State was the Livingston,

\* W. R. Ingalls, 'Chronology of Lead-mining in the United States', *Trans. Amer. Inst. Min. and Met. Eng.*, Vol. XXXVIII, p. 664; 1907.

† *Journal of Congress*, Vol. III, p. 462.

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SECTION: SOUTH POST, Pg. 1

LENGTH: 868 words

HEADLINE: HISTORIC MINE SETS STAGE FOR GEM, MINERAL SWAP

BYLINE: Pam Selbert; Of The Post-Dispatch

BODY:

Anyone who loves minerals, fossils, nature or history may want to attend the Missouri Mines Rock Swap, an annual event sponsored by area gem and mineral societies and held for the first time at Missouri Mines State Historic Site.

Willis Smith, a member of the Boeing Gem and Mineral Society and one of the swap's organizers, says it will take place this weekend at Park Hills, Mo., about 50 miles south of St. Louis off U.S. 67.

About 40 exhibitors from throughout the Midwest will display hundreds of gem, mineral and fossil specimens in a 40-by-60-foot tent and on tables outdoors at the historic site, an 8,244-acre park that once was one of the world's largest lead mines, Smith says.

Items for sale or swap will include fossils; minerals such as galena and other materials formerly mined at the site as well as a colorful array of gems, cut or in the rough; and finished pieces of jewelry, many of which have been made from Missouri rocks and minerals, Smith says.

Visitors also may want to take a tour of the museum, which was once the powerhouse of Federal Mill No. 3 but now houses exhibits on Missouri mining, history and technology.

"Mining has been important to Missouri's economy for more than 260 years," Smith said. "Actually, the first miners here were Indians who gathered flint for arrowheads and dug iron oxide (arid powdery material) for war paint and to decorate clay pots."

The first European mineralogical expedition into the area was led by Frenchman Pierre Charles LeSeur in about 1700, he says. A few years later, word began to spread of a "shiny gray mineral that was everywhere, often lying on the surface of the ground."

The mineral, which the early explorers found in wide lodes just below the surface, was galena, the main lead ore mined in Missouri even today, Smith says. Missouri has been the country's major source of lead for 90 years, he says.

St. Joseph Lead Company, later renamed St. Joe Minerals Corp., came to mine lead in Missouri in 1864 and bought 950 acres at Bonne Terre, a few miles north of the park. Innovations in smelting and underground engineering technology, and development of the diamond drill, which permitted deep-rock exploration, allowed the company to overtake its competitors.

In 1923, St. Joseph Lead bought Federal Mill No. 3, a complex of 25 buildings, which had been built in 1906-07, "only one of many mining operations in the area," Smith said. More than 1,000 miles of multi-level mine tunnels traverse the region with 250 miles of underground railroad tracks connecting the various mills, he adds.

*→ Is this St. Francois County?*

## HISTORIC MINE SETS STAGE FOR GEM, MINERAL SWAP

In 1972, St. Joe Minerals closed the Federal Division and moved to the more productive Viburnum Trend several miles to the west. Three years later, the firm donated the old mill plus adjoining land to Missouri for use as a state park. Originally, it was known as St. Joe State Park, but the name was changed to Missouri Mines State Historic Site in recognition of the importance of the history of the state's mining industry, Smith says.

Today, the converted powerhouse displays a detailed model of the complex as it looked in 1906 when it was powered by steam supplied by a boiler room. One museum gallery contains underground mining machinery formerly used there, such as the diamond drill and the St. Joe Shovel, and the electric mules that replaced men and mules for moving the ore cars.

The second gallery contains exhibits on lead, geology, and mineral resources and includes an excellent mineral collection with specimens of calcite, dolomite, calcopyrite, galena and zinc, says Smith.

"An early engineer for the Federal Mine, sometime just after the turn of the century, traded minerals dug at the mine for gem and mineral specimens from all over the world, and set up a museum in Flat River to display them," said Smith. "Later, in about the 1940s, St. Joe Lead sued him, said he'd stolen the minerals, and won the suit."

For more than three decades, the extensive collection, donated by the lead company to the state, was housed in Jefferson City, he says. But when the Missouri Mines State Historic Site museum opened, the many cut and polished stones, translucent minerals, crystals and jewelry were put on display there.

"This collection is in itself worth a visit to the historic site," Smith said. "We decided to hold the swap here as a way to get the word about the museum out."

A third gallery is the partly renovated power room, which eventually will contain exhibits on mining history and technology, Smith says. During the days of the swap, admission to the museum will be free, he says.

The swap will include a potluck dinner on Saturday evening and an auction of specimens to benefit the Mineral Museum. Overnight tent and motorhome camping is available.

The event is sponsored by the Mineral Area Gem and Mineral Society, the Greater St. Louis Association of Earth Science Clubs and Missouri Mines State Historic Site. No reservations are necessary.

Missouri Mines State Historic Site is located about 50 miles south of St. Louis at Park Hills. To get there, drive south on U.S. Highway 67 and turn right on Highway 32 for 1 1/2 miles. For more information call 521-8896.

LOAD-DATE: June 10, 1998

## 2 of 3 DOCUMENTS

In the Matter of ST. JOSEPH LEAD COMPANY AND MINE LAMOTTE CORPORATION and INTERNATIONAL UNION OF MINE, MILL & SMELTER WORKERS, C. I. O., FOR ITSELF AND ON BEHALF OF LOCAL 648

Case 14-C-910.

## NATIONAL LABOR RELATIONS BOARD

65 N.L.R.B. 439; 1946 NLRB LEXIS 58; 17 L.R.R.M. 226; 65 NLRB No. 80

January 15, 1946

**CORE TERMS:** quit, foreman, notice, unfair, superintendent, clerk, conversation, join, reinstatement, confidential, membership, posted, labor organization, solicitation, foremen, card, assigned, underground, campaign, division superintendent, machine shop, supervision, restrained, attributed, organize, talk, dam, supervisor, effectuate, discourage

**JUDGES:** Mr. John M. Houston, dissenting in part.

**OPINION:**

## [\*\*1] DECISION AND ORDER

[\*439] On March 28, 1945, the Trial Examiner issued his Intermediate Report in the above-entitled proceeding, finding that the respondent St. Joseph Lead Company had engaged in and was engaging in certain unfair labor practices, and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. Thereafter, exceptions to the Intermediate Report were filed by the respondent and by the attorney for the Board. Oral argument before the Board at Washington, D. C., was not requested, and none was held. The Board has reviewed the rulings of the Trial Examiner and finds that no prejudicial error was committed. The rulings are hereby affirmed.

The Board has considered the Intermediate Report, the exceptions thereto, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner, with the additions and exceptions noted below:

1. The Trial Examiner has found that the respondent engaged in a course of conduct, fully described in the Intermediate Report, which interfered with, restrained, [\*\*2] and coerced its employees, within the meaning of Section 8 (1) of the Act. We agree except insofar as the finding is based on President Crane's speech of March 6, 1943, and Superintendent Bain's warning to Arnoldi. In our opinion, Crane's speech, viewed in its context, and in the circumstances in which it was given, was not violative of the Act. Nor do we find anything improper in the warning given Arnoldi. The record shows that a rumor was circulated in the plant by certain employees, including Arnoldi, that the respondent had made no application to the War Labor Board for wage increases. To clarify the situation, the respondent posted a public notice that it had filed such an application. Thereafter, Arnoldi made certain remarks impugning the "veracity of the notice," whereupon, Bain warned Arnoldi to cease making such remarks.

[\*440] 2. The Trial Examiner has found (1) that the respondent "manifested to its employees its opposition to the Union, by imposing restraints on the employees' discussions of union matters while at work and by prohibiting them from posting or distributing union literature after the Union began its open campaign early in 1943, in contrast to its indifference [\*\*3] to such activities in behalf of the Independent and the Victory Club at the time when the Union's activities were seemingly ineffectual"; (2) that supervisory employees questioned employees concerning the Union, and (3) that Foreman Basil Thomas told employee Simmons, "If this Union don't go through, they [leaders in the Union] won't have any more job than a rabbit. . . ." The Trial Examiner failed to find this conduct violative of the Act. However, we are of the opinion, and find that by such conduct, the respondent interfered with, restrained, and coerced its employees in violation of Section 8 (1) of the Act. Indeed, Foreman Thomas' remark constituted a threat of economic

reprisal against the union leaders for their union activities, should the Union fail to organize the plant and thus be in no position to protect them. n1

n1 See *Matter of Reynolds Corporation*, 61 N. L. R. B. 1446, 1456.

3. We agree with the Trial Examiner that the respondent discharged Snyder because of his union activity [\*\*4] in violation of Section 8 (3) of the Act, and not because he sought to obtain information as to the number of persons employed by the respondent. In so agreeing with the Trial Examiner, however, we do not adopt, or rely in any way, upon his views set forth in footnote 55 of the Intermediate Report.

4. We also agree with the Trial Examiner's conclusion that respondent discriminatorily imposed close and critical supervision over Ratley to discourage his activities in behalf of the Union and to discourage union membership generally, and thereby discriminated with respect to the conditions of his employment in violation of Section 8 (3) of the Act. However, we disagree with the Trial Examiner insofar as his findings imply that Ratley's resignation of June 13, 1943, was other than voluntary. We are of the opinion that the discriminatory supervision imposed by the respondent over Ratley was not of such a character that its application under the circumstances of this case, should reasonably have been expected to result or, in fact, did result in his resignation. Ratley's testimony to the effect that he considered the conditions of his employment to be intolerable and that such condition [\*\*5] compelled him to resign was not, as found by the Trial Examiner, entirely credible. Indeed, the fact that Ratley made no such claim until about a year after he quit and 4 months after the charge in behalf of Snyder was filed by the Union supports an inference, and we find that he had not, at the time he resigned, considered the respondent's action to be the proximate reason for such resignation. Accordingly, as further evidenced by the respondent's [\*441] refusal of a release and persistent efforts to persuade him not to quit, we find that Ratley's separation on June 12, 1944, did not constitute a violation by respondent of Section 8 (3) of the Act. In view of the foregoing, we do not believe that in this case it would effectuate the policies of the Act to order the respondent to reinstate Ratley upon his application as recommended by the Trial Examiner.

#### THE REMEDY

Having found that the respondent has independently violated Sections 8 (1) and 8 (3) of the Act, we must order the respondent, pursuant to the mandate of Section 10 (c), to cease and desist therefrom. The respondent's illegal conduct discloses a purpose to defeat self-organization among its employees. For example, in [\*\*6] the course of union organization, the respondent interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed under the Act by imposing restraints on the employees' discussions of union matters while at work, by prohibiting them from posting or distributing union literature after the Union began its open campaign early in 1943 in contrast to its indifference to such activities in behalf of the Independent and the Victory Club, at the time when the Union's activities were seemingly ineffectual; by disparaging the benefits to be derived from union representation; by threatening economic reprisal, should the Union fail to organize the employees and thus be in no position to protect them; by intimating to employees that their jobs were endangered if they supported the Union; and by the treatment accorded Ratley. Finally, the respondent actually penalized employee Snyder for his concerted activities by discriminatorily discharging and thereafter refusing to reinstate him. Such discrimination "goes to the very heart of the Act." n2 Because of the respondent's unlawful conduct and its underlying purpose, we are convinced that the unfair labor practices found [\*\*7] are persuasively related to the other unfair labor practices proscribed and that danger of their commission in the future is to be anticipated from the respondent's conduct in the past. n3 The preventive purposes of the Act will be thwarted unless our order is coextensive with the threat. In order, therefore, to make effective the interdependent guarantee of Section 7, to prevent a recurrence of unfair labor practices, and thereby minimize industrial strife which burdens and obstructs commerce, and thus effectuate the policies of the Act, we shall order the respondent [\*442] to cease and desist from in any manner infringing upon the rights guaranteed in Section 7 of the Act.

n2 *N. L. R. B. v. Entwistle Mfg. Co.*, 120 F. (2d) 532, 536 (C. C. A. 4). See also, *N. L. R. B. v. Automotive Maintenance Machinery Co.*, 116 F. (2d) 350, 353 (C. C. A. 7), where the Court observed: "No more effective form of intimidation nor one more violative of the N. L. R. Act can be conceived than discharge of an employee because he joined a union . . ."

[\*\*8]

n3 See *N. L. R. B. v. Express Publishing Company*, 312 U.S. 426.

We shall also order the respondent to take certain affirmative action designed to effectuate the policies of the Act.

#### ORDER

Upon the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, St. Joseph Lead Company, Bonne Terre, Missouri, and its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discouraging membership in International Union of Mine, Mill, and Smelter Workers, C. I. O., and Local Union 648 thereof, or in any other labor organization of its employees, by discharging or refusing to reinstate any of its employees, or by discriminating in any other manner in regard to their hire or tenure of employment, or any term or condition of their employment;

(b) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to join or assist International Union of Mine, Mill and Smelter Workers, C. I. O., and Local Union 648 thereof, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the Act.

2. Take the following affirmative action which the Board finds will effectuate the policies of the Act:

(a) Offer to Wallace C. Snyder immediate and full reinstatement to his former or a substantially equivalent position, without prejudice to his seniority and other rights and privileges;

(b) Make whole Wallace C. Snyder for any loss of pay that he has suffered by reason of the discrimination against him, by payment to him of a sum of money equal to that which he normally would have earned as wages during the period from the date of the respondent's discrimination against him to the date of such offer of reinstatement, less his net earnings during said period;

(c) Post at the respondent's mines and mills in St. Francois County, Missouri, copies of the notice attached hereto, marked "Appendix A." Copies of said notice, to be furnished by the Regional Director for the Fourteenth Region, shall, after being duly signed by the respondent's representative, be posted by the respondent immediately upon receipt thereof, and maintained by it for sixty (60) consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the respondent to insure that said notices are not altered, defaced, or covered by other material;

(d) Notify the Regional Director for the Fourteenth Region in writing, within ten (10) days from the date of this Order, what steps the respondent has taken to comply herewith.

AND IT IS FURTHER ORDERED that the complaint be, and it hereby is, dismissed insofar as it alleges (a) that the St. Joseph Lead Company discriminatorily discharged Otto Ratley, within the meaning of Section 8 (3) of the Act, and (b) that Mine LaMotte Corporation has violated the Act.

#### DISSENT BY:

HOUSTON (In Part)

#### DISSENT:

MR. JOHN M. HOUSTON, dissenting in part:

I do not concur in the majority's denial of reinstatement and back pay in Employee Ratley's case. My colleagues have found that the respondent discriminated against Ratley by imposing "close and critical supervision" over his work. The credible testimony, and there is no countervailing proof, indicates that Ratley resigned because he could no longer do his work properly under the conditions thus discriminatorily imposed by the respondent. His resignation, in my judgment, was directly caused by such discrimination. The factors cited by the majority as supporting an inference that the resignation was not proximately caused by the discrimination practiced against Ratley, do not have controlling force in the face of affirmative evidence to the contrary. Because I consider reinstatement and an appropriate back-pay

award as the only method by which the respondent's discrimination can be corrected, I would so provide in our order in this case.

#### APPENDIX:

##### APPENDIX A

##### NOTICE TO ALL EMPLOYEES

Pursuant to Decision and Order of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

We will not in any manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form labor organizations, to join or assist International Union of Mine, Mill & Smelter Workers, C. I. O. and Local Union 648 of the same or any other [\*\*12] labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection.

[\*444] We will offer to the employees named below immediate and full reinstatement to their former or substantially equivalent positions without prejudice to any seniority or other rights and privileges previously enjoyed, and make them whole for any loss of pay suffered as a result of the discrimination.

Wallace C. Snyder

All our employees are free to become or remain members of the above-named union or any other labor organization. We will not discriminate in regard to hire or tenure of employment or any term or condition of employment against any employee because of membership in or activity on behalf of any such labor organization.

ST. JOSEPH LEAD COMPANY,  
*Employer*

Dated \_\_\_\_ By \_\_\_\_ (Representative) \_\_\_\_ (Title)

NOTE.--Any of the above-named employees presently serving in the armed forces of the United States will be offered full reinstatement upon application in accordance with the selective service act after discharge from the armed forces.

This notice must remain posted [\*\*13] for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

##### INTERMEDIATE REPORT

*Mr. Harry G. Carlson*, for the Board.

*Mr. Parkhurst Sleeth*, of Bonne Terre, Mo., and *Mr. Wallace Cooper*, of St. Louis, Mo., for the Respondents.

*Mr. George Cole*, for the Union.

##### STATEMENT OF THE CASE

The National Labor Relations Board, herein called the Board, by its Regional Director for the Fourteenth Region (St. Louis, Missouri), issued its complaint dated August 30, 1944, against St. **Joseph Lead Company** and **Mine LaMotte Corporation**, herein called the **Company** and the **Corporation** respectively and together called the Respondents. The complaint alleges that the Respondents had engaged in, and were engaging in, unfair labor practices within the meaning of Section 8 (1) and (3) of the National Labor Relations Act, 49 Stat. 449, herein called the Act; and that it was issued on charges made by International Mine, Mill and Smelter Workers, affiliated with the C. I. O., for itself and in behalf of its Local Union 648, herein jointly referred to as the Union. Copies of the complaint and notice of hearing thereon were duly served upon each of the Respondents, [\*\*14] and upon the Union.

With respect to the unfair labor practices, the complaint in substance alleges that the Respondents: (1) discouraged membership in the Union by discriminatorily discharging Otto Ratley on June 12, 1943, and Wallace C. Snyder on Sep-

tember 9, 1943; (2) interfered with, restrained, and coerced their employees in the exercise of the rights guaranteed them in Section 7 of the Act, from January 1942 to the date of the complaint; (a) by the aforesaid discharge of Ratley and Snyder; (b) by having urged, warned, and threatened their employees against engaging in concerted activities for the purpose of collective bargaining and other [\*445] mutual aid and protection, and against their joining, remaining members of or assisting the Union or any other labor organization; (c) by having questioned them concerning their activities in and affiliation with the Union; (d) by having made statements in disparagement and condemnation of the Union, its officers and leaders; (e) by having ridiculed and belittled the collective bargaining agreement made with the Union; and (f) by having promoted, aided, and assisted the "Victory Club" in opposition to the Union.

With respect to the joinder of [\*\*15] the Respondents, the complaint alleges that the Company "manages and operates" the Corporation, and joins them in the allegations concerning their business operations and the unfair labor practices.

The Company and the Corporation each filed an answer to the complaint on September 9, 1943. The Company admitted certain allegations of the complaint relating to the nature of its business, and to its management and operation of the Corporation; it admitted having discharged Ratley and Snyder on the given dates, but denied the commission of any unfair labor practices. The Corporation likewise admitted the allegations of the complaint relating to the nature of its business, the management and operation of its business by the Company, but denied the commission of any unfair labor practices. Pursuant to notice, a hearing was held at Farmington, Missouri, beginning October 17 through October 20, 1944, before Melton Boyd, the undersigned Trial Examiner designated by the Chief Trial Examiner. The Board and the Respondents were represented by counsel, and the Union by its representative. All participated in the hearing, and each party was afforded a full opportunity to introduce evidence, to [\*\*16] examine and cross-examine witnesses, and to be heard on matters in issue.

At the opening of the hearing, the Company moved to amend its answer to allege that Otto Ratley voluntarily quit his employment on the stated date, instead of being discharged. This motion was granted, and thereafter the Company filed its amended answer. Both the Company and the Corporation by motion requested the Board to specify the names of supervisory employees who committed the alleged unfair labor practices, with which request counsel for the Board complied. At the conclusion of the hearing, counsel for the Board moved to conform the pleadings to the proof with respect to formal matters. There was no objection, and the motion was granted. The parties waived oral argument, but reserved the privilege of filing briefs with the Trial Examiner. Briefs have been received from counsel for the Respondents and for the Board.

At the close of the Board's case in the chief and again at the close of all evidence, the Corporation moved to dismiss the complaint in its entirety against it, and the Company moved to dismiss the complaint against it alternatively on failure of proof of any unfair labor practices arising from [\*\*17] (a) discharge of Otto Ratley, (b) discharge of Wallace C. Snyder, or (c) under any allegation of the complaint. Rulings on these motions were then reserved by the Trial Examiner, and are made herein.

Upon the entire record in the case and from his observation of the witnesses, the undersigned makes the following:  
n1

n1 Except where otherwise noted or where conflicts in testimony are discussed the following findings of fact are made on evidence that was undisputed or that was at variance only in immaterial details; and the next following sections, I and II, are based on admissions in Respondents' answers, and on stipulations of the parties.

## FINDINGS OF FACT

### I. THE BUSINESS OF THE RESPONDENTS

St. Joseph Lead Company is a New York corporation with its executive office in New York City, and principal operating office in Bonne Terre, Missouri. In the [\*446] Missouri operations it is engaged in mining, milling and smelting of lead. The mines and mills are located in St. Francois County, and the smelter is located at Herculanum, [\*\*18] Missouri. It produces annually, in its mines and mills, lead ore valued in excess of \$ 1,000,000. Approximately 95 percent of the lead extracted from this ore is shipped out of the State of Missouri. During the year 1943, the cost of materials and equipment used in its operations was in excess of \$ 100,000, more than 50 percent of which was received through shipments from outside the State of Missouri.

Mine LaMotte Corporation is a Missouri corporation with its principal office with that of St. Joseph Lead Company in Bonne Terre, Missouri. It is engaged in mining and milling lead ore. Its mines and mill are located in Madison County, Missouri, adjoining St. Francois County, where it produces annually lead ore valued in excess of \$ 1,000,000. This ore is delivered to St. Joseph Lead Company for smelting at its Herculanum plant, where the product is commingled with that of the Company and a substantial part is shipped out of the State of Missouri. From the operations in both St. Francois County and Madison County, the St. Joseph Lead Company produces about one-third of annual production of lead in the United States.

The Company and the Corporation each concedes that it is engaged in [\*\*19] commerce within the meaning of the Act.

## II. THE ORGANIZATION INVOLVED

International Union of Mine, Mill, and Smelter Workers, and its Local 648, are labor organizations affiliated with the Congress of Industrial Organizations, admitting to membership employees of the Respondents.

## III. THE UNFAIR LABOR PRACTICES

### A. Respondents' operations

Mining and milling operations of both the Company and the Corporation are under a single management, with principal officers common to both corporation entities, namely, the president, the secretary, the treasurer, and the general manager. The common management purchases supplies and materials for both. The Company determines the operating policy of the Corporation.

The mines and mills of the Company surround four geographical centers of operations, referred to as divisions. n2 Three of them, the Bonne Terre, the Desloge, and the Leadwood divisions, are near towns of the same names in the northern part of St. Francois County, and are operated under the general supervision of C. K. Bain, Division superintendent, who is directly accountable to the general manager. The fourth, the Federal division, is near the town of Flat River, farther south in [\*\*20] St. Francois County, and is under the general supervision of B. F. Murphy, division superintendent. He likewise is directly accountable to the general manager.

n2 The underground workings of each division is separate from those of other divisions, and each has a hoisting shaft through which the mined ore is raised for delivery and concentration at the nearby mill of that division.

✱ About twenty miles south of the Federal division, are located the mines and the mill of the Corporation, near Fredericktown in Madison County, referred to as the Mine LaMotte division. Murphy is superintendent over this division, as well.

For purposes of collective bargaining, the Board has found that all hourly paid employees of both the Company and the Corporation employed in these mining and milling operations comprise a single appropriate unit. This determination [\*447] was made in a representation proceeding instituted by the Union on its petition filed August 23, in which the Decision and Direction of Election of the Board issued on November [\*\*21] 16, 1943. n3 An election was conducted on December 9, 1943, as a result of which the Union was certified on December 21, 1943, as the exclusive bargaining representative for employees of both the Company and the Corporation in this unit. Thereafter, on March 13, 1944, the Company and the Corporation jointly entered into a single labor relations agreement with the Union affecting these employees.

n3 *Matter of St. John Lead Company and Mine Lamotte Corporation*, 53 N. L. R. B. 661. The Trial Examiner takes official notice that in the Decision and Direction of Election the Board found that the Company and the Corporation "agreed generally with the Union as to the appropriateness of the unit sought" which was a single unit of hourly paid production and maintenance workers in all divisions.

### B. Interference, restraint, and coercion

#### 1. Columbia Park meeting

In relation to matter in issue in this proceeding, concerted action among Respondents' employees began in January 1942 when about five [\*\*22] hundred workers from various divisions met at Columbia Park, a public park at the edge of the town of Flat River near the operations of the Federal division. n4 Apparently, the employees had been dissatisfied with the Company's practice of hiring additional men whose work limited senior employees to less than a full work-week. At the Columbia Park meeting a committee of 15 or 16 workers were chosen and authorized to present this grievance to the Company. A few days later this committee met, and elected as its spokesman an employee in the Federal division, Otto Ratley. It then called on Murphy, superintendent of the Federal division, on a Friday evening to discuss the grievance. The record is silent about the outcome of this conference.

n4 No evidence indicates that any employees of the Corporation attended this meeting.

According to Ratley, on the following Monday evening before changing his clothes to leave work, F. O. Buxton, the assistant mill superintendent who was his supervisor, asked him "what the god-damn-hell [\*\*23] have you got over at Columbia Park," upbraided him for serving on the committee and being its spokesman, then informed him he was to be transferred from his carpentry job in the mill repair crew to the crusher room, n5 and added that others on the committee were "going to get theirs, too." Ratley protested the transfer, declared he would quit. The next day he looked for employment elsewhere, and on that evening returned to the mill to get his tools but was denied entrance to the premises on orders of Buxton. This occasioned Ratley's protest to the management, at which time the Company's employment agent and its attorney were apprised of the circumstances. The attorney asked the division superintendent, Murphy, to re-employ Ratley, and Murphy called Ratley to his office and offered to reinstate him. Likewise, the employment agent Knowles offered Ratley reinstatement, after he and division personnel manager Phillips endeavored to see Ratley at his home. Ratley asked to be re-assigned as a carpenter to the construction department under M. N. Dunlap, construction foreman n6 instead of the mill repair gang where he had worked under Buxton. Before the reinstatement was effected, Ratley [\*\*24] talked with Dunlap about working under his supervision, at which time Dunlap approved Ratley's transfer but remarked "I want you to promise me you will not embarrass me like you did Mr. Buxton . . . by getting mixed up with committees, [\*448] or . . . organizations of any kind." Ratley responded by saying he did not know he caused anyone embarrassment. He then went back to work as a carpenter under Dunlap, without any change in pay rate, after being off some seven days. About three months later he received a "merit increase" of wages, given to employees when the Company at regular intervals re-rated those whose work was satisfactory.

n5 The operation there is to crush lump ore and is described as a dusty, unpleasant job.

n6 In September 1944, Dunlap was made assistant mill superintendent of the Federal division, in place of Buxton who then became mill superintendent.

Buxton denied the statements attributed to him by Ratley, and testified that Ratley quit when he was provoked by Buxton's refusal to grant him a wage increase. [\*\*25] He said a foreman had reprimanded Ratley without effect for loafing, and thereafter the foreman asked him to admonish Ratley. Buxton said he had seen Ratley "around the yard talking first to one man and then another . . . doing quite a bit of loafing." According to Buxton, he talked with Ratley and told him he was not taking an interest in his work and asked what was wrong, at which time Ratley asked for a raise. Buxton said, "when you want to do the right thing here and go ahead with your work like you should, why I will recommend a raise for you," and testified that Ratley said "I am not going to do any more work than I am doing, . . . I have worked hard enough for this damned company now, . . . to hell with you, . . . I will quit." He said that Ratley then alluded to "trying to organize the union," to which he replied that he didn't know anything about that, and told Ratley "that is none of my business and we don't have any objections to that" but admonished him "do not try to organize a union on the job."

Dunlap, while recalling Ratley's reinstatement, denied the statement Ratley attributed to him. Referring to the conversation about Ratley's behavior being an embarrassment, he [\*\*26] said "I told him I hoped he would not embarrass me by not making good on the job if we took him back." n7

n7 Elsewhere in his testimony Dunlap said that following this Columbia Park meeting, Division Superintendent Murphy had occasion to tell him specifically he was "to have no opinions as to whether the men should organize or should not organize . . . not to comment one way or the other on it."

Superintendent Murphy testified that Ratley was transferred without any break in his service to the construction department, and in this he is corroborated by the personnel history appearing on the separation report introduced in evidence, showing no termination or interruption of Ratley's employment in January 1942.

The versions of Buxton and Dunlap with reference to this incident, indicating that Ratley was an indolent worker whose principal interest was to get a wage increase, are not in keeping with the efforts made by the Company's attorney, division superintendent, personnel manager and employment agent in offering Ratley [\*\*27] re-instatement, in recording his service as unbroken, and in granting him a "merit increase" a short time later. Buxton's account of Ratley's reference to organizing a union, and his own avowed neutrality, is not convincing. Dunlap's account of his conversation with Ratley is discredited by his later testimony, n8 and by the admonition he received from Superintendent Murphy. The Trial Examiner finds this episode occurred substantially as described by Ratley.

n8 As hereinafter recounted, Dunlap later testified he criticized Ratley's work for the first time "in the spring of 1943."

## 2. Independent, C. I. O., and Victory Club

In the spring of 1942, other employees' meetings were held. There emerged from these meetings an organization known as the Independent Union, herein called the Independent. In the fall of 1942 it had about 44 members enrolled. A maintenance repairman in the Federal division, Paul Black, testified that late [\*\*449] in 1942 an enrollment petition of the Independent was circulated on the job by another repairman [\*\*28] at a place that easily could be seen from his foreman's office, without hindrance. On the other hand, a mine driller in the Federal division, George S. Gilman, testified that one of the shift foreman, at about that same time and with reference to enrollment of Independent members on the job, warned him and others against such solicitation. Late in 1942 the membership of the Independent, discouraged by the activity of the Victory Club, n9 decided to abandon the Independent and apparently it ceased to exist in January 1943.

n9 Hereinafter discussed.

Concurrent with the inception of the Independent in the spring of 1942, organizing efforts began in behalf of the Union. Van Camp, an organizer for the International Union affiliated with the C. I. O., solicited membership among the Company's employees, and enrolled about 20 from various divisions into an organizing committee. The Union's initial efforts were "under cover." Meetings were held "in the woods," and one such meeting was held in September at Stoney Point, several [\*\*29] miles from the Company's operations in what is known as the Lead Belt. After January or February 1943, its meetings and activities were publicly announced and openly conducted.

During the summer of 1942, following the initial activity of the Independent and the Union, there was formed among certain workmen what was known as the Victory Club n10 under the leadership of Ike Sumpter, an employee with sons in military service. Its purpose was to induce workers to pledge themselves not to join any union, and its members were enrolled on an application which read in part "I will not, if in my power to prevent, join any labor union; and . . . will not directly or indirectly cause any dissension or anything that would be detrimental to defense production for the duration of the war". In the latter part of the summer and in the fall of 1942, this organization held public meetings throughout the Lead Belt. Notices of its meetings were posted at the places of work in the Company's operations, and membership applications were solicited on the job. The solicitation for members was conducted principally by ordinary employees. It collected no dues, but defrayed its expenses from contributions. Evidence [\*\*30] was introduced with reference to the election of only one of its officers, Jerry Cooper, who apparently was its last president. Cooper was a track foreman in the Leadwood division, and as such a supervisory employee. n11 He had joined the organization in the fall of 1942 after participating in a conversation among eight or ten men which took place in the town of Leadwood. Ellis Gillam n12 then asked him to join, and later enrolled him. Cooper was elected president at a meeting which he did not attend, on an occasion when he was visiting his son at Fort Leonard Wood; he accepted the office and served for five or six months. He presided at some of its meetings which were held publicly, helped to post notices of the meetings, n13 and attempted to enroll members. Apparently, the [\*\*450] Victory Club ceased to be of significance after the Union became openly active in the early part of 1943.

n10 Its full name was United Victory Club.

n11 An excerpt from the Decision and Direction of Election issued by the Board in the representation proceeding, noted in footnote 3, was received in evidence, and provided in part: "*Track foremen*, The Companies [Company and Corporation] seek the exclusion of the employees engaged in this classification on the ground that they are supervisors . . . each of these employees directs the work of approximately 10 men . . . have the power to recommend disciplinary action with respect to those employees . . . are paid approximately \$ 1 per day more . . . We are of the opinion that these employees are supervisors . . ."

[\*\*31]

n12 Cooper stated that Gillam at the time of the hearing was a roof man in the mine, employed occasionally as a substitute foreman in the absence of a shift boss, but that Cooper did not recall specifically Gillam's job in 1942 when he enrolled Cooper.

n13 The places of posting were not specified.

### 3. Rule against union activity on job anti-union statements

About July of 1942 B. F. Murphy, Federal division superintendent called together the department heads, told them of the rights that workers had under the Wagner Act, admonished them against interference except to suppress arguments on the job. These instructions were repeated during the fall of 1942 by Murphy to the foremen at safety meetings and in person as Murphy met them on the job. These instructions were intended to guide the supervisors, in their relations to the workmen in matters of union activity. No general instructions were given the employees, relating to their privileges. The instructions to supervisors in the Federal division were not repeated after the fall of 1942, until after the election in December 1943.

C. K. Bain, superintendent [\*\*32] of the Bonne Terre, Desloge, and Leadwood divisions, testified that in the early summer of 1942 the general manager of the Company discussed with him the provisions of the Wagner Act, and directed him to instruct all foremen "not to discuss union matters with any men," and to maintain a noncommittal attitude to avert violation of the Act. Bain then called a meeting of all foremen in all divisions and gave them these instructions, and repeated them during meetings conducted during that fall. In meeting the foremen personally, he would at times discuss these instructions with them. There is no evidence that these instructions were repeated to supervisors in these divisions following the fall of 1942, until the fall of 1943 when again the general manager reminded Bain of the instructions, and Bain again relayed the instructions to the department heads, and they in turn to the lesser supervisors.

The Company had changing rooms at various operations which housed the bulletin boards card-racks, and time clocks, and were places where the workmen gathered to change clothes. It had been customary for interested persons to use the bulletin boards for posting handbills and similar notices of [\*\*33] picnics, shooting matches, dances, public sales, and church revival meetings. During the period when the Victory Club and the Independent were openly active, when the Union was conducting its campaign "under cover", notices of meetings of the Victory Club and the Independent were posted or given out in the changing rooms without any company admonition. Likewise, membership in both organizations was solicited in the changing rooms without repressive restraint. During this period the Union continued its solicitation of membership n14 but did not attempt to post notices of its meetings.

n14 There is no evidence indicating how or where union solicitation was conducted at this time, but presumably it was being carried on in the same manner and places as that being carried on for the other organizations.

As noted above, the Union began its open campaign early in 1943, at which time the Independent was abandoned and the Victory Club apparently became inactive. In February the Union elected its temporary officers. At that time [\*\*34] it scheduled its first open meeting in the auditorium at Desloge to which an important speaker was invited, and for the first time handbills were prepared to publicize such a meeting. A copy of this handbill was posted on the bulletin board in a changing room of the Federal division, and thereafter was torn down by the mine captain, Joe LeBruyere. On

the two following days copies of this handbill were again posted, and in each instance the mine captain removed it. On the last day LeBruyere went to Eli Hobaugh, an employee under him with about 40 years' service, who was prominent in the union campaigns, and censured him for having repeatedly posted the notice. Hobaugh had not [\*451] posted it, and denied having done so. In an extended argument about this matter, LeBruyere told Hobaugh that he could not distribute handbills or post them anywhere on the properties of the Company, and was prohibited from having such literature in his pockets when on the premises. About a half hour later on a chance meeting in another part of the mine, LeBruyere and Hobaugh again argued about the posting of the notices at which time, according to Hobaugh, LeBruyere told him "some of you old fellows are going [\*35] to be let out over this" and began a further remark with "that damn C. I. O." which he left unfinished. A day or so following this incident, LeBruyere called the employees into a meeting and told them in substance that the Company prohibited the posting or distribution of any kind of literature anywhere on its premises, and prohibited any talk on the job about any organizations, and then added "When I say organization I mean churches of all denominations". LeBruyere was not called as a witness. The Trial Examiner finds these incidents occurred as related, and that LeBruyere's admonition was intended to relate to labor organizations.

Similar instructions against posting literature were given by C. B. Schmidt, machine shop foreman in the Federal division, to T. W. Dempsey, a machine shop employee, both before and after he was elected temporary president of the Union.

During this same period there was increased activity on the part of the Union in soliciting members, but the evidence is vague as to how much of this solicitation occurred either in the changing rooms or at the places of work. Various employees called as witnesses admitted their solicitation of members, but denied they did [\*36] it "on the job."

Paul Black, a maintenance repairman in the Federal mill, was a member of the organizing committee of the Union in 1942. During that fall he was assigned to some repair work on the table floor of the mill, near the office. Buxton, who was then the assistant superintendent of the mill, n15 asked Black about the meeting that had been held the night before, "the meeting at Stoney Point; the C. I. O. meeting," and asked how many men from that division attended the meeting. Black avoided a discussion of it. Buxton remarked that the Company was not afraid of the Union. Later, according to Black, in another conversation Buxton told him "You could go places with the company if you would leave the Union alone," and added that Van Camp and other organizers were trying to get the men's money to run away with it. Black testified that he told Buxton he did not think the organizers "were trying to do that because they aren't taking any money" and that he would not withdraw from the Union. Prior to this incident Buxton had been cordial with Black and talked freely with him on the job, and said Black was a "good hand," and had not criticized his work. Following this incident Buxton [\*37] talked with him only seldom and only pertaining to work, and was noticeably critical of his work. In January 1943, according to Black, when he was working at the repair of a crusher, Buxton accused him of starting an argument on the job with Thomas Wright because the latter refused to sign a C. I. O. card. Black admitted he had had an argument with this employee, but denied he had solicited him to sign a C. I. O. card, and stated the argument had had no reference to such matter. Black quoted Buxton as saying that Division Superintendent Murphy had given instructions to discipline Black "about soliciting cards on the job," that the superintendent had heard "through sources" that Black had been doing this and if he heard of it again Black would have no job. Thereupon Buxton criticized Black for "laying down on the job" and said that Van Camp "was trying to ruin you with that bunch of lies." Again in March, according to Black, Buxton ordered him to stay out of the machine shop, and accused [\*452] him of stopping men at work there to get them to sign cards, on an occasion when Black went through there to arrange for a truck to have some hauling done. Black denied having attempted any solicitation [\*38] while there, or at any other time on the job. Black testified that each employee about this time was admonished against any solicitation while at work.

n15 Since September 1944, he has been the mill superintendent of the Federal division.

Buxton, called as a witness later in the hearing, gave his version of each of these conversations. With reference to the conversation alluding to the Stoney Point meeting, he said that Black told him of this meeting and "asked me what I thought about the C. I. O. . . . and said he was kind of on the fence about the thing and he didn't know just what he did think about it." n16 With reference to the conversation which included the statement that "he could go places with the Company," Buxton made no denial of having added "if he would leave the Union alone" but explained "I told him he could really go places if he wanted to do it and do the right thing," and that this was said in connection with his talk with Black at that time "about the way he was loafing around so much." He denied [\*39] having made any reference to Van Camp, saying he had never heard of the man at that time, but made no specific denial of the remark that organizers were trying to get the men's money and run away with it. He testified that Black "had ability," but was inattentive to his job.

Having observed the manner of these witnesses in testifying to these incidents, and considering the plausibility of their testimony when related to other findings made herein and when related to the Company's attitude toward the Union which then was manifest, the Trial Examiner finds the account of Black more credible, and finds these two incidents occurred substantially as related by Black.

n16 Buxton said he asked Black, "Do you think we need a union?" to which Black replied "Well, I was just wondering about that, whether we do or not . . . We are being treated pretty fine . . . I sometimes doubt if we do need a union . . . What do you think about it?", and Buxton quoted himself as saying, "I don't know, it don't make any difference to me one way or the other, whether we do or whether we don't . . . that is your business, and if you want to join a union there is nobody to keep you from it" and later added, "I imagine I would if I was you, I believe I would because I think you want to join."

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With reference to Black's argument with Wright, Buxton testified that Wright was the lead man in the crushing plant and he had requested Black, who did not work under him, to call another employee to help in assembling a machine. Black answered Wright, "I am not working for you" and an argument ensued. Buxton, in questioning Black about the cause of this incident and not finding his explanation plausible, said "Didn't you ask him to sign a union card or try to make him do it?", to which Black replied "I asked him to sign it, but . . . didn't try to make him do it," at which time Buxton said, "Well, don't you know you should not do that on the job?" Buxton testified, "I told him that Mr. Murphy-- that the Company did not want them to solicit men to join the Union while they were on the job. But as far as telling him I was told to get on him, I did not tell him that, and I wasn't told to get on him." The Trial Examiner finds that Buxton did accuse Black of soliciting union members on the job, and was prompted to do so by the circumstances as related by Buxton, and not on express orders from Murphy at that time but in furtherance of a rule then being promulgated to restrain union activity [\*\*41] on the job during working hours. The Trial Examiner believes, and finds, that Buxton took this occasion to warn Black about his work, and denounce the union organizers.

With reference to the reprimand for solicitation in the machine shop, Buxton testified "so far as saying anything to him about trying to get them to sign union cards, I did not say that," but he did ask Black why he wanted to stop and talk to the men there, to which Black responded that he had some business there, and Buxton said "I wish you would quit that."

[\*453] The Trial Examiner finds that Buxton wrongfully attributed to Black an infraction of the Company's rule against solicitation, ordered Black to stay out of the shop, reprimanded him for having asked men to sign cards when such had not then occurred, and did so to curb Black's union activities. This inference is supported by the similar treatment accorded Otto Ratley at about the same time, hereinafter recounted, when both were prominent in the union campaign, which then had been projected publicly and was commanding the attention of the employees and the antagonism of the Company. n17

n17 Ratley, then employed in the construction department, at times worked in and near the mill. He testified he had heard that "Buxton gave Paul Black a going-over . . . a week before" and that Dunlap, the construction foreman who worked directly under Buxton, told him "You know I was supposed to get on you when Buxton got on Paul Black, but I neglected and hated to do it . . . I am getting it off my chest now." Dunlap then told Ratley that he was "not doing satisfactory work" on a saw mill job.

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On March 6, 1943, Clinton H. Crane of New York, president of the Company and the Corporation, had a meeting in St. Francois County with the supervisory personnel, delivered a speech to them, and followed his practice of responding to questions submitted to him. A typewritten copy of his remarks, filling ten pages, was identified at the hearing, and two excerpts were presented in evidence. Crane read the following question:

"Is it necessary to belong to a union to work for St. Joe? Union organizers are telling us to join now when it costs only two dollars, whereas later it will cost twenty-five dollars and we will be forced to join to hold our jobs." n18

n18 Division Superintendent Murphy, whom the Trial Examiner found to be a credible witness, alludes to this question as having been "turned in." The Trial Examiner finds that this and the following question was submitted in writing. There is no evidence indicating who composed either question, nor is there any evidence indicating any union was proposing to increase its initiation fees to \$ 25.

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Crane answered:

"It is not necessary for anyone to belong to a union to work for St. Joseph Lead Company. It never has been and it never will be. The St. Joseph Lead Company will never make an agreement which requires it to force union membership on its men. On the other hand, the St. Joseph Lead Company will never interfere with the right of a man to join a union. There is no more reason why a man should join a union or why he should not join a union anymore than why he should join a church or not join a church. It would be just as reasonable to require a man to belong to the Catholic Church or the Methodist Church or the Congregational Church as to require him to be a union man to work for us. I have often heard of the saying, 'if you don't hurry up and get aboard now you never can'. Well, I have never found any difficulty in getting aboard later."

Crane then read the following question:

"Will my joining or not joining a labor union affect my job or chances for advancement now or in the future?"

Crane answered:

"My answer to that is no."

These were the only parts of his remarks that referred to matters of labor relations. Crane's speech, together with these and other [\*\*44] questions and answers, were published in full in all local newspapers of general circulation in the Lead Belt, where they could be read by the employees.

The Company's policy, as translated in part to the workers, was to restrain them from discussing union matters on the job, with the expressed qualification [\*454] that they could discuss what they wish while "off the Company property." The testimony of Thomas Glore, electrician at Leadwood, of Charles Bradley, carpenter at Leadwood, of Rubert Arnoldi, electrician at Desloge, and that of Division Superintendent Bain, and his assistant, E. L. Bilheimer, is mutually corroborative that Bain admonished a number of workmen in his divisions against such talk, when it became--as Bain characterized it--"obnoxious" to other employees. The Company did not offer proof of specific instances of union solicitation, but only that it had reports of such activity. It is not clear whether this talk in fact was solicitation or did retard the work, although it is apparent from the evidence and from the nature of the work done that casual conversations occurred normally among the workmen. In the instance of admonishing Bradley, Bain told him he was "talking [\*\*45] too much", and when asked to what he referred Bain said, "about anything . . . your religion, your politics, your family affairs." n19

n19 There were not previous, and no subsequent reprimands when either religion, politics or family affairs were discussed. A couple of days later, Bradley said to Bilheimer that Bain should have told him outright "to quit talking about the Union . . . since that is what he meant", which Bilheimer admitted but said "he could not do that."

The admonition of Arnoldi was a reprimand and a warning. Bain, accompanied by Arnoldi's immediate foreman and two other foremen, summoned Arnoldi to a bulletin board where a clipped magazine article was posted, ascertained that Arnoldi did not n20 post it but required him to remove it. Bain then told Arnoldi it had been reported that Arnoldi "had been quite active in his Union", that Bain learned Arnoldi was leaving his place of work "stopping men at their places, talking Union and so forth," and reprimanded him for such activity on Company time or property. [\*\*46] Arnoldi testified, and the Trial Examiner finds him to be an honest and accurate witness, that there was very little talking being done in his department during working hours, with no one subject being discussed more than others. Bain then alluded to a notice issued by President Crane, and volunteered the statement that he knew it was a fact that the Company

had filed the application with the War Labor Board, referred to in the notice. n21 According to Bain, [\*455] "one of them [the notices] appeared by the drinking fountain which is to the right of the north door of the machine shop as you walk in. It had been defaced by penciling it to say 'contradictory date'. So I asked Mr. Arnoldi and told him that I had heard he had made some derogatory statements about the veracity of the statement that Mr. Crane had signed. He said he had heard it wasn't true . . . I told him that I could tell him personally and officially that was true . . . and that if any further remarks about its truth were made I would just consider it as agitation." n22

n20 In the transcript, page 710, Bain testified ". . . I asked him if he placed that there. He said he didn't." The Trial Examiner recalls Arnoldi testified he did not put it there, although the transcript, page 323, misstates his testimony: ". . . he asked me if I put that up there. I told him I did" [not].

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n21 In the following form:

BONNE TERRE, MO.,

*August 3, 1943.*

To All Employees of St. Joseph Lead Company,

Bonne Terre Farming & Cattle Company,

Lead Belt Water Company,

Bonne Terre Hospital Association, and

Mine La Motte Corporation:

It has been brought to my attention that there are stories in current circulation in the Lead Belt to the effect that no one at Herculanum is to receive an increase in pay and vacation excepting members of the Union. This is untrue. Everybody at Herculanum receiving less than \$ 5,000 00 a year will receive the extra pay from the retroactive date and each will receive a vacation. There are a few clerical, watchmen and supervisory employees at Herculanum who can not be paid the increase until the same has been approved by the War Labor Board.

Application was filed with the proper U. S. agencies on July 16 and July 19, 1943, for the approval of the increase for all employees receiving less than the \$ 5,000.00 per year. This is in conformity with my statement of April 27, 1943, wherein I advised you that whatever increase was granted to Herculanum, we would request be made applicable to our employees here in the Lead Belt, and this will be put into effect immediately upon receiving the approval of the War Labor Board.

I also want to remind you all that under the law no one can be required to belong to a union as a condition of employment nor can be fired because he joins a union. The St. Joseph Lead Company will never agree to a closed shop.

/s/ CLINTON W. CRANE,

*President.*

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n22 Later, on cross-examination, he testified that Arnoldi "was the one man I heard had made the statement they had not made the application," but did not recall who reported this to him. When asked what other steps were taken to inform employees that the application had been made, other than speaking to Arnoldi, he said "The statement was signed by our president, stating so. It wasn't necessary.", but that he did believe there was

special cause to speak to Arnoldi. Further details of this incident are recounted later, in the events leading up to the discharge of Wallace C. Snyder.

A month before the December election, Cornell Simmons, mine driller in the Federal division was asked by his foreman, Basil Thomas, "what do you hope to accomplish by the union?" n23 and with a slighting reference to employees who were leaders in the Union, said "If this union don't go through, they won't have any more job than a rabbit . . ." Thomas did not deny the material parts of this testimony. n24

n23 Substantially this same argument had been used in this division in January, 1943, when machine shop foreman Schmidt asked Dempsey why the men were organizing a union and told Dempsey he was wasting his time, "that the company had been good to the men and continued to be, and it was useless to organize a union". Dempsey's testimony in this respect was unrefuted, Schmidt not having been called as a witness.

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n24 The Trial Examiner finds other incidents, described at the hearing, are not significant or are not so material that they require a resolution of conflicting testimony, such as the remarks attributed by Hawkins to Mine Captain Jinkerson in the forepart of 1942, saying "We don't want the CIO here"; the remarks attributed by Calvert and Mabery to Foreman Armon about August 1942, saying he "would not work a CIO man" when arguing whether John L. Lewis was president of the CIO; the remarks attributed to Mine Inspector Aslinger early in 1943 by Strausser, saying "this union, if it got in, the men that worked in the special service . . . like [your] dad would not have no job"; the remarks attributed by Spear to Foreman Hargis about the first of December 1943, saying "When the union gets in the company will quit paying bonuses"; the remarks attributed by Meadows to Chief Clerk Meadows, his brother, at an unfixed date, saying "it would not be wise for me to be a member because he didn't think that Mr. Bain would like the idea"; the conversation between Gilman, and foreman Gilman, his brother, when described as all "pooched up," or between him and Assistant Superintendent Turley, in September 1942, saying "Lavell said the Independent union would be more preferable than the C. I. O. union"; and other incidents not alluded to in the text of this report nor in this footnote.

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#### 4. Collective bargaining agreement

Early in August, 1943, the Union notified Respondents verbally, and on August 16th by letters, that it represented a majority of the production and maintenance employees at the lead mines and mills. On August 25th it filed its petition for certification as the exclusive bargaining representative with the Regional Office of the Board, pursuant to which the election was conducted on December 9, 1943, and the Union was certified. Following that, in December, negotiations began for a collective bargaining agreement and extended to March 13, 1944, when an agreement was executed. n25 There was no evidence that the agreement was being violated in its specific provisions, and there was evidence that grievances were being adjusted under its terms.

n25 Shortly after these negotiations began, the Respondents invited the Union to join in its application to the National War Labor Board which had been filed on July 15, 1943, and then was pending in the Regional Office, seeking authorization to grant a wage increase to classifications of employees represented by the Union. The Union joined in the application, and on February 28, 1944, the increase was authorized.

[\*\*51] [\*456] At about the date when the agreement was executed, shop steward James Forrester had criticized some underground employees in the Desloge division for working between 10:30 and 11:00 a. m., the period fixed in the contract for lunch. Obedient to the protest, these employees suspended work at 10:30 on the following day, which prompted the Mine Captain, Paul Jinkerson, to censure Forrester for "shutting down" operations. Nevertheless, the lunch period was observed thereafter at the hours fixed in the agreement. This circumstance was later discussed by the union grievance committee with Superintendent Bain, at which time Bain said in substance if the union committeeman insisted on "hewing to the line" in this respect, the Company in turn would hold the committeeman "responsible for eight hours work for every man underground." n26

n26 The grievance committee at about this time presented to Bain as a grievance the surly attitude of Mine Captain Jinkerson at the time of his refusal to discuss with Forrester and another steward, Rawson, a matter which they attempted to adjust with him during January, prior to the execution of the agreement which fixed the grievance procedure. At that time Jinkerson was under instructions from the Company, then engaged in negotiating with the Union for the agreement, not to deal with any union representatives.

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In April, on an occasion when John Calvert and Clifford Strausser, electricians in the Desloge division, were working with their foreman, Lewis Armon, Strausser contended that he should be receiving a higher pay rate, notwithstanding his term of service had not made him eligible for the top rate under the "merit increase" system of the Company. The argument became somewhat heated, and Strausser supported his contention with Armon by alluding to terms of the contract. Armon responded by saying, the "contract wasn't worth the paper it was written on."

In midsummer of 1944 John Surina, shop steward in the Leadwood division, received a complaint from a machine operator, whose job had been given to another man by Mine Captain Pettus. Surina considered this transfer contrary to the job-bidding clause of the contract and inquired of Pettus concerning his action, although he did not present the matter formally as a grievance. Pettus asserted he had the right to do it, and Surina told him he thought he could not "according to the book"--alluding to the contract which was published in booklet form. Pettus, apparently as an impatient exclamation, denounced "the book" and told Surina if he didn't [\*\*53] get away from there Pettus would pull his whiskers out. Surina then presented Pettus' action as a grievance to Superintendent Bain, requesting Bain to have Pettus brought before the grievance committee, which Bain refused. This matter remained unsettled at the time of the hearing. In a previous instance however, when discipline was imposed on another workman for some infraction, Pettus counselled with Surina concerning the intended discipline and did so with apparent deference to Surina's position as shop steward.

### *C. Discrimination to discourage union membership*

#### *1. Otto Ratley*

Otto Ratley was first employed by the Company in 1910, and worked until 1922, when he quit to engage in business for himself. n27 He again entered the Company's employ in March 1937 as a laborer, and worked in a variety of jobs, such as steel work, pipe fitting, concrete finishing, plastering, and later as carpenter. In September 1937 the Company established the Construction Department with Dunlap as its supervisor. At that time Ratley was assigned to this department where he worked until 1941, when he was transferred to the [\*457] mill repair gang under Buxton and continued there until the episode of January 1942, [\*\*54] related above.

n27 One enterprise was improving real estate, the construction work of which he did personally and also through building contractors.

Following his transfer at that time back to the construction department, Ratley continued there until he quit on June 12, 1943, working either in the carpentry shop under Foreman Lawrence Maurer or on the construction gang under Foreman Arch Ketcherside, both under the general supervision of Construction Foreman Dunlap.

In the early spring of 1942 he joined the Union, and was selected to represent the Construction Department as one of its organizing committee. Ratley helped in the distribution of membership applications, enrolled numerous members, attended the Union's meetings, and participated generally in its activities, during both its "under cover" period and its open campaign.

Before he received his "merit increase" in the spring of 1942, referred to above, Ratley asked Carl Davis, an employee in the personnel section, why he was not entitled to a raise when other [\*\*55] employees were granted them. According to Ratley, Davis told him, "you do anything that is to be done, and get the work done and do it by yourself," and promised Ratley that he would "find out what is the matter." Two or three hours later Davis reported to Ratley he was retarded because of the incident with Buxton, in January. Several weeks later Ratley received his "merit increase," which was his last raise in pay.

Ratley testified that more than half the time he was employed in his carpentry assignments as a lead man. According to Ratley, the first complaint he received about his work was early in 1943, when Dunlap asked him if he knew he was failing to give satisfaction,—"Wasn't making a hand," and told him his foreman had made complaint against him. Thereafter, Dunlap found occasion repeatedly to criticize him. In March when working at a sawmill, as related above, Ratley said that Dunlap told him "You are not doing satisfactory work, you are not doing your work," and said, "You know I was supposed to get on you when Buxton got on Paul Black, but I neglected and hated to do it . . . I am getting it off my chest now." On another occasion in April, according to Ratley, when finishing [\*\*56] several days' work in building ladders for which his immediate foreman complimented his fast work, Dunlap criticized him "for letting down on the job." Later, when building racks in the core house, which required the shaping of lumber and entailed some loss of time, Dunlap told Ratley he was "doing an awful lot of standing around," and said he had loafed on a previous job when he had erected partitions for a core inspection room. According to Ratley, he had not been criticized by any of his immediate foremen during this period or at any other time.

In the latter part of May, Dunlap assigned Ratley to work on a dam construction job under Foreman George Gibbons, and then told Ratley if he did not make good on that job he would be terminated, since all his foremen had complained about this work. On the second day of that assignment Dunlap appeared at the job and took Ratley off in his car, when he told him "Gibbons is complaining" and said "Now, I know you could do it. I want you to get in there and work." A few days later, according to Ratley, Dunlap said that Gibbons had made further complaint that Ratley "wasn't making good," had done everything but the right thing, to which Dunlap [\*\*57] added that Gibbons was the last foreman he could put Ratley under and he was going to classify Ratley as a "helper". n28 Ratley responded, "What you want me to do is quit . . . Why don't you fire me?", and quoted Dunlap as saying, "I ain't no fool . . . No, I don't want you to quit," [\*\*58] I want you to get in and do your work," and refused Ratley's proposal to talk with Gibbons about the complaints supposedly made by him. Ratley testified that during this last week of work, Dunlap censured him on three different occasions.

n28 It appears from Ratley's testimony, carpenters were classified either as "leaders" or "helpers." Elsewhere he testified that on his first day on the dam construction job Foreman Gibbons told him "I am supposed to be the leader here and you are supposed to be the helper here."

Two days before he quit, Ratley requested Foreman Gibbons to tell Dunlap that he would quit if given a release. Gibbons refused to request the release or see Dunlap, saying "No, you go ahead and work . . . You are making a good [\*\*58] hand here, and to the devil with him; you just stay down here and work." n29 Ratley told Gibbons, "No, it is too unsatisfactory, and I figure he has demoted me; he has put me out in this darned mud and water as a helper, and I don't think I am very important." n30 On Saturday, June 12, Ratley again requested Gibbons to report to Dunlap his intention to quit, and again Gibbons attempted to dissuade him. At the close of work that day, Ratley told Dunlap he was quitting, and asked him to arrange for his release.

n29 Earlier in his testimony Ratley quoted Gibbons on this occasion as saying, "No, you ain't going to quit. You are making a good hand here. If he [Dunlap] comes back and bothers you again, you let me know and I will tell him to keep his nose out of my business, and if this job isn't suiting him he can put somebody else on it. You stay right here on the job."

n30 Ratley was paid at his regular rate for work done that week and customarily received the same rate of pay in instances when he was assigned as a leader.

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On the following Monday, June 14, Ratley again saw Dunlap who sent him to the personnel office to get his separation papers. Phillips, the personnel manager, asked what had provoked him, told him he imagined his abuse, n31 offered to investigate the situation, urged there was no need to quit, referred him to the employment agent, Knowles, who offered to transfer Ratley to a job underground as a railroad maintenance man, which Ratley refused with the explanation that was not his trade.

n31 When told he was imagining that he was being abused by Dunlap, he reminded Phillips of an instance when he, Ratley, had reported to the personnel office Dunlap's efforts to make his work "look bad," by assigning

him to do a job without providing materials that were required, and to corroborate his complaint in that instance Ratley had taken Phillips to the job and had shown him the situation.

After leaving the Company's employ, Ratley registered with the U. S. Employment Service. About 30 days thereafter, Ratley applied for a job with [\*\*60] a construction contractor, Pullem, who had a contract job for laying brick and tile around the Federal Mill building on the Company's property. Pullem later notified Ratley to come to work on a Monday morning, and exacted from him a promise that he be there on that day to work with a mortar mixer employed to help Ratley. When Ratley went to work on the appointed Monday, he was denied entrance to the place of work, and was told by Phillips, personnel manager of the Company, that Dunlap phoned him on the preceding evening and told him that he did not want Ratley to work there under Pullem. Following this incident, Ratley sought work elsewhere, and did find some occasional employment.

Dunlap testified that he first had complaints about Ratley's work before he was assigned to the mill under Buxton in 1941, at the time Ratley was working under Dunlap, but did not then discuss these complaints with Ratley. He testified that he had consented to the transfer of Ratley to his department, in January 1942, after he satisfied himself that the Company had approved of Ratley being reinstated.

Dunlap testified that the first instance thereafter when it came to his attention that Ratley was not satisfactory, [\*\*61] was when Ratley was assigned as a helper, to construct a core inspection room at River Mine. He had had no complaint about Ratley, but observed that the job did not progress satisfactorily. This prompted his investigation and he learned that Ratley was visiting with employees there and leaving the work to be done by the other man assigned to [\*\*459] the job, Flannery. He said he corrected this situation, by taking "Flannery off the job and gave Ratley a helper . . . made him [Ratley] responsible . . . and we got the job done." He said Ratley worked better as a lead man, and occasionally would be assigned as a lead man, but that he "didn't make a very good subordinate . . . left the job rather frequently and talked to everyone that he could find to talk to." He stated that Ketcherside, construction gang foreman, complained about Ratley "about a half a dozen times . . . from the time he came back from the mill until he went to Gibbons . . .," although Dunlap could recall no specific instance of such complaint. n32 He testified that Maurer, carpenter shop foreman, complained several times, and recalled one instance "on the form job for that addition to the Federal machine shop. . . . Estes [a [\*\*62] carpenter] complained to Maurer and Maurer spoke to me about it" in the spring of 1943. He added that Maurer complained to him "practically every time I asked him how Ratley was getting along"; and said he was prompted to make those inquiries because "I was suspicious of him; after a man falls down in one department he usually falls down in the next one"; and explained his suspicions were first aroused "before Ratley went to the mill, he was failing before he went to the mill in 1941."

n32 Ketcherside was not called as a witness.

Dunlap testified, however, that the first time he talked with Ratley about his work was in the spring of 1943, after Maurer made the complaint concerning Ratley's work with Estes on the form job in the machine shop. He said he had no recollection of the instance in March, described by Ratley, when "he was supposed to get on him." He did recall Ratley's assignment to build ladders, and said "those ladders were built in record time" by Ratley and Estes "who made Ratley put out on that ladder [\*\*63] manufacturing job." He did not recall having criticized Ratley then.

He admitted having told Ratley, before assigning him to the dam construction job, that he would terminate his service with the construction department if he did not make good, "because he had to make good and we were giving him the last chance." With reference to Ratley's work on this job Dunlap testified "I drove down there one morning and I asked Gibbons how the job was going, and he complained that Ratley was not making a hand down there . . . the following day . . . I picked Ratley up in the car . . . and I told him that George had complained that he was not making a hand down there . . ." With reference to the subsequent occasions described by Ratley, Dunlap said "I believe that there was only one conversation with him" the one when he picked up Ratley in his car. He denied that he had said to Ratley that he was "not a fool," when according to Ratley the latter asked why Dunlap did not fire him. He denied that Ratley talked with him at all on Saturday, June 12, and said he first learned that Ratley had quit on Monday morning, June 14th. He said Ratley's period of employment on the dam construction job was from [\*\*64] ten days to two weeks.

With reference to the contract work of Pullem, Dunlap testified that Pullem "came to me one morning and wanted to know about putting Ratley to work on the job, and I told him I didn't want him." n33 He explained his disapproval of Ratley "because Pullem was operating on a more or less cost-plus basis, and I knew Ratley would not work and there

wasn't any use of running up the expense of the job," although testifying he did not know what Ratley was hired to do.  
n34

n33 In locating the place of this job, Dunlap said "our men were right with Pullem's men, building scaffolding and things of that sort."

n34 Ratley testified that he read the contract between Pullem and the Company, and that it provided for payment to Pullem at a fixed price per hundred for tile and per thousand for brick laid.

[\*460] Foreman Maurer, called as a witness by the Board, testified that Ratley had worked for him before being assigned to the dam construction job, and that he considered him an "average worker," n35 and had made [\*65] such report to Dunlap. He said he had had only one occasion to complain to Dunlap about Ratley's work, alluding to the occasion when Estes reported that Ratley was "loafing on the job, and he had all the work to do."

n35 Both Maurer and Gibbons were called as witnesses in August 1943 before the Unemployment Compensation Commission of Missouri in a proceeding brought by Ratley against the Company, when they gave testimony in about the same words concerning the quality of Ratley's work. Maurer retains his position with the Company as a salaried foreman, and Gibbons retains his position as a shaft foreman paid on a daily rate. Gibbons is a member of the Union, and is covered by the Union's bargaining agreement.

Foreman Gibbons, called as a witness by the Board, testified that Ratley worked for him on the dam construction job, and in shaft work, and that he "made a good hand." n36 He testified that he had not volunteered a complaint about Ratley's work at any time, but said that on the second day of the dam construction [\*66] job he was called into Dunlap's office, when Dunlap asked him how "everything was going." Gibbons asked if he meant the equipment, and Dunlap said "no, I mean personnel," and then asked particularly about Ratley, to which Gibbons replied, "Oh, there is room for improvement for all of us." He testified he made no specific criticism other than this remark. In his testimony he explained that on "the first day he [Ratley] seemed to think there was a controversy or hard feeling for him. He seemed to think I had it in for him . . . He did not do much the first day of anything." He testified that a few days later he reported to his superior "he [Ratley] was now doing good work, and should be left alone," and stated, "he stayed on the job and made a good hand on that particular job." He recalled, rather indefinitely, that Ratley told him he intended to quit, but did not tell him for what reason. The dam construction job continued after Ratley quit, and some work was being done on it at the time of the hearing.

n36 See the next preceding footnote.

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The Trial Examiner, upon his observations of Ratley and Dunlap and upon consideration of their testimony, is unable to accord full credence to either of them. Ratley sometimes was vague in fixing the time and sequence of events, was confusing by assigning the same detail to more than one incident, and was prone to be argumentative instead of giving objective descriptions of what occurred. Dunlap's testimony, while definite, in parts was discredited by inherent inconsistencies and was contrary to other corroborated circumstances, and also lacked that candor that accredits an intelligent witness. Upon his appraisal of all the evidence, the Trial Examiner believes and finds that Ratley had been considered an acceptable workman prior to 1942, and that his work did not deteriorate thereafter either in quality or in the measure of diligence given it; that Ratley was prominently active in behalf of the Union, a fact known to Dunlap n37 who admitted his close supervision prompted by "suspicions" of Ratley; that Dunlap's suspicions were not excited by the indolence he attributed to Ratley, and which he exaggerated and used as a pretext for his repeated criticisms of Ratley; that Dunlap misrepresented [\*68] the number and nature of complaints he received against Ratley, and falsely informed Ratley of his defection with his foremen.

n37 Ratley testified when working at the core house in March or April, Dunlap told him he was "too busy organizing" and "handing-out" union cards. On cross-examination he admitted that Dunlap alluded to such activity on company time, but contended Dunlap had no opportunity to observe such activity on the core house job

because his visits there were short and infrequent. Dunlap did not testify to any of his criticisms being prompted by Ratley's violation of the no-solicitation rule, if such occurred. If that was Ratley's offensive conduct, causing the harrasing treatment, Dunlap did not reveal it and the Company failed to urge it.

[\*461] 2. Wallace C. Snyder

Snyder entered the employ of the Company on February 22, 1943, as a stock clerk in the supply house located above ground in the Desloge division. His immediate foreman in the supply house was C. P. Hill, Jr., working directly under Oscar Meadows, [\*69] chief clerk and assistant employment manager of the Desloge division. Snyder's principal work was to issue supplies when requisitioned. n38 He was one of four stock clerks, until one was inducted in the military service, after which Snyder and the other two did the work formerly done by the four. His work was satisfactory, enough so that Meadows and Bain spoke well of it at the time of Snyder's discharge.

n38 Other duties required him to go to the places of various operations above ground, at times in delivering supplies, in attending to the maintenance and replacement of miner's lamps kept in the change house, in making a monthly inventory of certain supplies that were stored near their place of use to avoid unnecessary handling.

Snyder joined the Union in April 1943, helped in soliciting members, attended its meetings, and on one occasion raised the question whether stock clerks would be included in the bargaining unit to be petitioned for.

On August 3, 1943, the Company's president issued the notice to the employees [\*70] of the Company and its subsidiaries, relating to its application to the War Labor Board for authority to increase wages, alluding to the employees' rights in joining a union, and declaring the Company would never agree to a closed shop. n39 On that day Meadows brought a copy into the supply house and gave it to Hill, Snyder's foreman, who in turn directed Snyder to post it there. Reading it at that moment, Snyder commented to Hill on the assertions contained therein, and told his foreman that he was a member of the Union.

n39 It is set forth in footnote 21, above.

Prior to this time there had been talk among the employees concerning the reported action of the Company in making application to the War Labor Board for authority to increase their wages to a level equal to wages paid employees in the Company's Herculeaneum plant. Snyder testified, "We were hearing from down at the union hall that the application had not yet been made." Crane's notice caused further speculation on the part of some of the union members, and [\*71] was discussed between Snyder and Rubert Arnoldi, Desloge electrician, as they rode home from a union meeting. Arnoldi then was chairman of the legislative committee of the Union, and later became its president. He and Arnoldi decided to satisfy themselves on the matter, and Snyder wrote a letter to the War Labor Board to ascertain if the application had been filed. Before mailing it he showed the letter, dated August 18, 1943, to Arnoldi. n40

n40 Snyder's letter was acknowledged on August 28 by the National War Labor Board, which referred it to the Non-Ferrous Metals Commission of that Board in Denver, Colorado, which in turn responded on September 3, saying, the "... Company sent copies of applications to S. M. Thompson, Industry Member of the Non-Ferrous Metals Commission ... This office studied the transmittal letter signed by L. T. Sicka [General Manager] and concluded the copies of applications were for the information of the Commission and were not to be processed. Accordingly, on July 27th we wrote Mr. Sicka to this effect advising him that we assumed the original copies of the applications were being filed with the Wage and Hour office, Department of Labor, and that they would be transmitted to the Regional Office of the War Labor Board at Kansas City for action ... " Snyder testified he received this letter on September 7, 2 days before his discharge.

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Shortly thereafter, Claude Mabery, an electrician who worked in the shop with Arnoldi, overheard a conversation between Mechanical Foreman Welland and employee Waller concerning the notice that Crane had issued. A few minutes later, according to Mabery, when he was talking with Foreman Welland, he told Welland that "Mr. Arnoldi had told me that Mr. Snyder had written a letter to the War Labor Board to find out if the petition had been filed with the

War Labor [\*462] Board." He testified that Welland "started questioning me about it, and I told him that he could find out about it from Mr. Arnoldi, as Mr. Arnoldi was sitting about 8 or 10 feet from us . . . So he told me he didn't have time . . ." n41

n41 Welland, called as a witness, testified he did not recall this incident, although he did have occasional conversations with Mabery in the course of his work. He did not recall any conversation concerning Crane's notice, nor that he was told of Arnoldi's statement concerning the inquiry made, nor that Snyder was the author of the letter.

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A few minutes later, Division Superintendent Bain, accompanied by Arnoldi's immediate foremen and two other foremen, came into the electric shop where Arnoldi was working. n42 As related above, Bain led Arnoldi into the machine shop to the bulletin board, asked him about the clipping that was there, reprimanded Arnoldi for asserted violations of the Company's rule against discussing union business on the job, alluded to President Crane's notice, and warned him that further comments about it would be considered "as agitation."

n42 Mabery corroborates Arnoldi with reference to this incident.

As noted above, on August 25, the Union filed its petition for certification as representative in the regional office of the Board, in St. Louis. Shortly thereafter a conference was held in the regional office, in connection with this petition, attended by representatives of the Union and the Company. The Company did not have with it at this conference data which the Board requested, relating to the number of men employed in various [\*74] operations. The Union undertook to secure this information through its members. n43 Its committeeman from the Desloge division, Charles Adams, asked Snyder to get the number of employees working above ground and below ground in that division. On Saturday, September 4, Snyder asked Carl French, a timekeeping clerk who then worked in the Desloge division office, to give him the total number of men who worked in that division. French said he did not know the figure, and suggested that Snyder ask Dailey Goforth, an accounting clerk in the Desloge office who previously had been a stock clerk in the supply house. n44 Snyder then went to Goforth who told him he did not have the information, but that he could get it from the number of time-cards in the card racks. n45

n43 The evidence is clear that the Union sought the information at the request of a Board agent; the evidence will not permit the inference that the Company wilfully refused to produce the data, nor that Snyder's subsequent discharge was a reprisal because he sought that which the Company had refused.

n44 French, later called as a witness by the Board, fully corroborated Snyder in his account of this incident.

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n45 Goforth, called later as a witness by Respondents, confirmed that Snyder had asked him for the number of employees, but stated "I told him I didn't know, and the information--I had been told not to let out any information in here," and later said it was "because the information was supposed to be kept within the office." Snyder, when recalled, testified that Goforth made no such statement to him, but on the contrary Goforth told him the number of persons employed as telephone operators, watchmen, and in special services in what was considered general work, and referred him to the card racks in the mill, shop, and changing room for those working underground, to get the number of employees in those operations.

Snyder testified he followed this suggestion, and immediately thereafter went to the card racks and got the total number of men working in the mill, shop, and underground, by counting the card places in the rack and estimating the approximate number. He said he turned this information over to the Union on Saturday evening. The Trial Examiner finds, on considering the mutual corroboration [\*76] of Snyder and French, the subsequent undisputed action of Snyder being consistent with his version of Goforth's statement, and an undenied incident n46 in which Goforth attempted

at that time to shield Snyder, that Goforth did refer Snyder [\*463] to the card racks for his requested information and did not tell Snyder he was prohibited from giving out such information.

n46 Snyder testified, without refutation, that on Wednesday at noon Goforth came and told Snyder that Oscar Meadows had questioned him concerning his conversation with Snyder on Saturday, and he told Meadows that Snyder "wanted him to go on a squirrel hunting trip."

Snyder testified that on the following Tuesday, when going to work he was told by Charley Adams that the Union was required to report to the Board's Regional Office the number of men in the various underground operations, and he suggested to Snyder that he might get this information from Ben Weitzel, an accounting clerk in the Desloge office who had expressed interest in being included in the bargaining [\*\*77] unit. Late that afternoon Snyder went up to where Weitzel worked in the office of the mine superintendent, and asked him how many men worked in various underground operations. According to Snyder, Weitzel responded by telling him the number that worked in the drift, and in the stopes, when their conversation was interrupted by the approach of the safety engineer. Snyder testified that Weitzel then told him he would give Snyder the information that evening or the next morning, whereupon Snyder told him he would have Adams get it from him that evening, since the information was wanted at a union meeting that night. He testified further that he did not get to see Adams to make this arrangement, nor did he see Weitzel that night. As noted above, on that evening Snyder received an answer to his letter to the War Labor Board. According to Snyder, when Weitzel passed the supply house on the next day Snyder asked for the information, at which time Weitzel said, "I am afraid to give it to you, Wallace. I am afraid I will get in trouble." Snyder told him then, "If you think it will get you in trouble we do not want it," and told him to let it go. At noon that day, as noted above, Goforth told [\*\*78] Snyder that Oscar Meadows, the chief clerk on that morning had questioned him about their conversation on Saturday. During the afternoon Snyder saw Superintendent Bain at the Desloge division, and for the first time saw him down in the supply house.

Weitzel was called as a witness by the Board. He testified to having had two conversations with Snyder before his discharge, when Snyder sought information about the number of men employed underground at Desloge. Weitzel fixed the first conversation as having occurred near the supply house, "two or three or four weeks" before another that occurred in his office. He said in the first conversation, Snyder told him "he wanted the number of men that were on the mine pay roll and the breakdown of them by departments," in response to which Weitzel said, "I would see him later." With reference to the second conversation, n47 he said Snyder "asked the number of men in the mine organization and how they were broken down by departments. I started to give it to him and then I decided I wasn't supposed to and I didn't. With reference to this last statement, he later testified, "I was going to, but I don't remember exactly whether I said a word about [\*\*79] anything or whether I didn't. I don't believe that I did." He did not recall whether he told Snyder why he was refusing to give him the information, but he said he refused to do so because he then remembered a general instruction he had received from Oscar Meadows 15 years before to the effect that "everything in the office was confidential, meaning mostly everything in the office." He said that afterwards--he was not sure whether it was the same day--he went to Oscar Meadows' office and told him that Snyder had been seeking this information. He did not remember what Meadows said in response. Following that, and before Snyder's discharge which occurred on Thursday, September 9, he was called to Meadows' office where he related to both Bain and Meadows what he previously had told the latter. Noting the nervous and confused manner of this witness when testifying and his vague and unconvincing testimony, the Trial Examiner does not credit any part of it that is inconsistent with the straightforward and credible account given by Snyder, who was consistent in detailing what happened through extended and repeated cross-examination.

n47 Weitzel said it occurred during the afternoon, but he could not fix the day.

[\*\*80] [\*464] Oscar Meadows, the chief clerk, called by the Company as a witness, testified that Weitzel told him of Snyder's inquiry, whereupon Meadows interrogated other clerks and was told by French and Goforth that Snyder had asked them about the matter. Meadows said the information requested by Snyder was confidential, and that he had given each of his clerks specific instructions when each was hired, not to betray any information they learned in the office. He said Goforth told him n48 that he had refused to disclose to Snyder the information requested, explaining to Snyder that he had been instructed to keep office information confidential and would not furnish it to him. Meadows testified that Superintendent Bain was at Desloge the day he talked with Weitzel, French, and Goforth, and about midafternoon he told Bain what he had learned from the three clerks. He said he had not inquired of the clerks for what

purpose Snyder had sought this information, and that Bain did not ask him the purpose for which Snyder wanted it, that they considered only that the information sought was confidential. n49 He testified, in talking with Bain there was no allusion to Snyder's activities in the Union, [\*\*81] and that he knew nothing about Snyder's activities. He said that neither he nor Bain tried to see Snyder that day, but that Bain said he would think the matter over and talk with Meadows on the following morning.

n48 Goforth did not testify that he told Meadows this.

n49 Bain later testified it would have made no difference to him if he had known the purpose for which the information was wanted.

On the following morning, Thursday, Bain returned to the Desloge division office, and questioned the three clerks to confirm what they had told Meadows. Bain testified, concerning Snyder, "he had made four attempts to obtain some information to which he was not entitled, two of those attempts were made after he had been told by one of our employees that the information was confidential [alluding to what Goforth had said]. I asked Mr. Meadows to call him over to the office." Bain testified, "It has been one of the unwritten rules of the Company that anyone that was guilty of trying to obtain or give confidential information [\*\*82] would be no longer in our employ." n50 There was no evidence that the "unwritten" rule against trying to obtain information, in contrast to the instructions given clerks against giving out such information, was ever announced; and Bain testified he knew of no instructions being given to anyone other than clerks in the division office. Snyder, in his testimony, stated he had never been so instructed, and knew of no rule against making inquiry concerning employment data.

n50 He was then asked by Company's counsel, "Are you acquainted with any rule applying to clerical employees with reference to confidential information?" to which he replied. "I am and I so instructed Mr. Meadows to give those instructions to his new clerks . . . that the Company's information and figures are confidential."

Bain said he understood the information sought by Snyder to be "the total number of men in the mine, broken down by job classifications into various departments underground." Bain characterized this as "confidential information," and [\*\*83] said that Snyder "was trying to get some information we kept in the vault, and the vaults are closed," and explained further "that data was part of the record of the St. Joseph Lead Company and was not for publication," and "we have all been instructed that even the smallest article written regarding St. Joseph Lead Company's affairs is transmitted through the central office for approval before publication." He described at length the restraints imposed by the Plant Security Division of the War Department, applicable to the Company's operations, but failed to disclose that any of these regulations had application to divulging the number of men engaged in mining operations. He said he saw no possibility of sabotage in having this information disclosed. When [465] asked by the Trial Examiner what there was in the nature of the information that made it confidential, his answer was "only that it was the St. Joseph Lead Company's policy, and it is open to any authorized person." n51

n51 At the conclusion of the hearing the Trial Examiner invited the Company to discuss in its brief what made such information confidential, and in response it cited this answer of Bain. The Company's brief states, "The Company has for years given instructions to its office employees that *all* office information is considered to be confidential to the Company and that no information can be given out by any employee until clearance is had through the central office. This absolute rule applies to the most trivial as well as the most important fact relating to the Company's business. Violation of this rule subjects the guilty employee to discharge."

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On that same morning, September 9, Snyder was called to Meadows' office, where he met Bain personally for the first time. According to Snyder, Bain said to him, "I called you up here to tell you we are going to let you go for attempting to secure confidential information." Snyder answered by saying he regretted to hear he was going to lose his job. After a moment's silence, according to Snyder, Bain said, "Well, Snyder, don't you want to deny it," to which Snyder responded, saying, "No, sir." This concluded his employment. He testified that Bain did not state explicitly what was meant by "confidential information," and that he inferred it had reference either to his efforts to ascertain whether the Company had filed its application with the War Labor Board, or to his efforts to learn the number of employees

working in various operations at Desloge. He explained it involved in each instance his dealings with other employees who were his friends, and he was reluctant to implicate any of these people in his predicament. He said he did not ask Bain to be explicit.

Meadows recounted the incident with the same detail described by Snyder, and quoted Bain in saying, "We have information or [\*\*85] reports that you have attempted to secure confidential office information, and we will have to discharge you if this is true."

Bain, testifying to this event, said, "I told Snyder that I had been informed and I had verified personally the statement that he had sought confidential payroll information of the Company, and that if it was true I was going to have to discharge him. I said, 'Is it true?' He said, 'yes.' He said 'but I didn't get the information.'" n52 Bain testified it was his recollection that he specifically mentioned to Snyder that his offense was in seeking "payroll information" that was confidential. Snyder, later called again as a witness, stated positively that Bain did not specify the allegedly confidential information related to "payroll" data, and at no time did Snyder remark to Bain that he had sought such information but failed to get it.

n52 Both Snyder and Meadows quoted Bain, in this remark, as saying he would rather see Snyder cart away a truck load of strategic supplies than to get information that was confidential. Bain testified, however, that he said, "You have proven to me that you are unworthy of trust in the position, and as far as your not getting the information, you would be just as guilty as if you were loading your car with copper wire and we caught you before you left the plant."

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Snyder was a credible, dependable, and accurate witness. Insofar as there is a conflict between his testimony and that of Bain, Snyder is corroborated by Meadows. The Trial Examiner finds the occurrences were as related by Snyder; that Snyder violated no preexisting rule; that the previous instructions were a restraint upon office clerks divulging information, and that this instruction was not given to clerks in the supply house and was unknown to Snyder; that Bain's explanation of company practices in releasing information had reference to disclosures to the public, instead of to its employees, and related to matters of a different character than the number of employees which ordinarily would be [\*466] commonly known or easily ascertainable by employees; that such information was not of the nature of a trade secret or data to be used in collective bargaining, nor was its use likely to endanger the legitimate interests of the Company; that the professed "confidential" nature of the information was attributed to it to give an appearance of justification for the Company's actions; that the Company knew the Union had an interest in securing the information, knew the purpose for which Snyder sought [\*\*87] it, and knew he was acting in behalf of the Union in seeking it; that it feigned a lack of knowledge and a lack of interest in the purposes for which the information was sought; and that it fixed upon Snyder's efforts to get this information as a pretext for discharging him.

#### *D. Findings in conclusion*

The treatment of Otto Ratley, from early 1943 until he quit, was in marked contrast to that which preceded 1943. Dunlap's assigned reasons for such treatment, that Ratley was inefficient and indolent, is discredited by his own admissions as to Ratley's capabilities in his work and also by lack of corroboration of the complaints against Ratley. On the contrary, the immediate foremen found him to be an acceptable workman. Dunlap failed to substantiate such difference in Ratley's conduct that would warrant the difference in conditions of supervision imposed upon him. Examined in relation to other events and Ratley's known union activity, the asserted indolence of Ratley is found to be only a pretext and a sham. Dunlap's attitude toward any concerted action of workmen was revealed in his reproach to Ratley in January 1942, after which Dunlap was instructed by his division superintendent [\*\*88] not to comment on the men's efforts to organize; with the emergence of the open union campaign early in 1943, Dunlap found his first occasion to censure Ratley; thereafter he maintained close supervision over Ratley, engaged in repeated and unfounded criticisms of his work, and assigned him to the dam construction job on "his last chance"; the counterfeit of his criticisms was transparent when in March he disclosed his action was the counterpart of Buxton's efforts to curb Black; his true motive to restrain Ratley's union activity is verified when he prevented Ratley's employment by Pullem n53 at a place where he would have personal contact with other company employees.

n53 The complaint does not allege either blacklisting or discriminatory refusal of hire through compulsions on Pullem. Although there is sufficient evidence to raise such inference, it cannot be said that such issue was

fully developed by the evidence. Cf. *Phelps Dodge Corporation*, 19 N. L. R. B. 547, enforced *Phelps Dodge Corporation v. N. L. R. B.*, 313 U.S. 177.

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Ratley quit on June 12, 1943. He discredited Superintendent Dunlap's professed desire that he not quit; he disregarded the protestation of Foreman Gibbons that he not quit, ignore Dunlap, and be content with his employment; he discountenanced the efforts of Personnel Manager Phillips to dissuade him from quitting and to persuade him instead to take a job in another branch of the Company's operations.

The Trial Examiner finds the close and critical supervision of Ratley was a change in the conditions of his employment, and was imposed to discourage his activities in behalf of the Union and to discourage union membership generally. Ratley was not discharged but, following his discriminatory treatment, and irritated and impelled by it, he quit. n54 The Company, by its treatment of Ratley, discriminated in regard to the conditions of his employment, and thereby discouraged [\*467] membership in a labor organization, and interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed them in Section 7 of the Act. Having found the Company did discriminate against Ratley in this manner, the Company's motion to dismiss the complaint with respect to Ratley is denied.

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n54 An inference that Ratley considered that he quit without compulsion, can be drawn from the fact that he first presented his case to the Board's Regional Office about a year after he quit. This was 4 months after the charge in behalf of Snyder was filed by the Union.

The discharge of Wallace C. Snyder came at the tension point when Superintendent Bain considered the Union's persistent questioning of the Company's wage policy as "agitation," and when the Union had instituted a representation proceeding for the purpose of establishing its right as bargaining agent. The Company's course of conduct had been calculated to avert unionization of its employees. Snyder's action in trying to secure the required employment data focused on him the resentment against the increasing threat of the Union's success. The clerical staff, serving as informers, were fully aware that Snyder sought the information for the Union; and the Company revealed its knowledge of his purpose by its inexplicable failure to question him concerning [\*\*91] his motives. Bain fixed upon the pretext n55 of the "confidential" character of the information, and an asserted violation of an inapplicable rule, to remove a union agent and to curb further union support. The Trial Examiner finds the Company discharged Wallace C. Snyder on September 9, 1943, to discourage union membership and activity, and thereby discriminated with regard to his tenure of employment, and interfered with, restrained, and coerced its employees in the exercise of their rights guaranteed by Section 7 of the Act. Its motion to dismiss the complaint with respect to Snyder is denied.

n55 There is no evidence that the number of its employees previously had been declared "confidential." Regardless, this is data (to be distinguished in its character from that used in bargaining negotiations) which employees comprising a union have a right to ascertain. Without it they are unable to determine for themselves whether a statutory exclusive bargaining agent has been designated. Section 9 (a) of the Act. If the Trial Examiner credited the Company's version, that this information was considered confidential by the Company and the discovery (or the effort to discover) such information motivated the discharge, then the Trial Examiner would still find that Snyder's discharge was discriminatory under these circumstances. Having found the Company knew the information was sought for proper union purposes, the Company could not privilege either its refusal of the information or its discharge of an employee for seeking it on its decision that the data was "confidential," to thinly disguise the Company's purpose of interfering with employees' rights, or otherwise deny them access to facts which determines whether its employees have attained the right to bargain through their union. The contrary holding would tend to encourage a type of labor dispute on the question of representation, which the declared policy of the Act seeks to avoid. If on the other hand, the Company rested its discharge on the method Snyder used in trying to get the information, i. e., direct inquiry of office clerks (a reasonable means as viewed by an employee who was not apprised of company rules), then the Trial Examiner believes the discipline to be disproportionate to the offense, and would find the extreme penalty of discharge was discriminatory when related to the Company's manifest opposition to the Union.

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The Trial Examiner finds that the Company manifested to its employees its opposition to the Union, by imposing restraints on the employees' discussions of union matters while at work and by prohibiting them from posting or distributing union literature after the Union began its open campaign early in 1943, in contrast to its indifference to such activities in behalf of the Independent and the Victory Club at the time when the Union's activities were seemingly ineffectual. Although not finding this in itself to be an unfair labor practice, this disparate treatment in the critical stage of the Union's campaign did emphasize and implement other practices of the Company which are found to have been unfair labor practices. The Trial Examiner finds that the Company demonstrated its antagonism toward concerted action of its employees, and restrained them in their exercise of this right, by reprimanding and threatening a reprisal against Ratley for acting as a [\*468] leader of such concerted action in January 1942; that the effect of this unfair labor practice was not fully dissipated by his reemployment, in view of the immediate reproach and subsequent treatment of Ratley; and further finds that [\*\*93] the scattered and unrelated incidents in the latter part of 1942 are without significance, except in disclosing the normal practices with which those of 1943 were in contrast; and further finds that the Company engaged in a course of conduct to restrain its employees from joining the Union and supporting its activities (a) by the discharge of Snyder and the treatment of Ratley set out above, (b) by Buston's changed attitude toward Black after he failed to tempt Black in his union loyalty with the lure of a better job, with more critical standards for his work, vigilant supervision of his conduct, and unwarranted reproval of his behavior, (c) by disparaging the Union in attributing to it a purpose to exact high initiation fees, postulated in Crane's widely publicized question-and-answer policy statement which manifested the preference for no union in an abstruse declaration of employees' right to organize, when such statement would be interpreted by its employees in the light of unfair labor practices in which the Company then was engaging, (d) by disparaging the benefits to be derived from union representation, (e) by intimating to Hobough and others that their jobs were endangered [\*\*94] if they supported the Union, (f) and by warning Arnoldi against any further discussion of a matter of legitimate interest to the Union. It thereby interfered with, restrained, and coerced its employees in the exercise of their rights guaranteed by Section 7 of the Act.

The Trial Examiner finds no substantial evidence to support the specification in the complaint that the Company discredited its collective bargaining agreement with the Union, nor the specification that the Company promoted, aided or assisted the United Victory Club in opposition to the Union. These allegations are specifications of fact under the general allegation that the Company interfered with, restrained, and coerced its employees in violation of Section 8, paragraph 1, of the Act, which is found to be sustained by substantial evidence in other respects. The Company's motion to dismiss the complaint in its entirety is denied, but these allegations in the complaint should be dismissed. n56

n56 The Company contends in its brief that in widespread operations the occurrence of isolated instances of anti-union remarks fails to sustain the accusation that the Company is engaged in unfair labor practices. This argument loses its force, however, when those instances occur contemporaneous with persistent unfair labor practices, as in the treatment of Ratley and Black, and those having continuing effect, as in the discharge of Snyder. Particularly because of the latter, the Company cannot justly claim either exoneration for these former practices, or condonation of them because of now according the Union recognition through existing bargaining relations.

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The Trial Examiner finds no evidence to support the complaint with reference to Mine Lamotte Corporation, and the Corporation's motion to dismiss the complaint in its entirety with reference to it, is granted. n57

n57 Cf. *The Press Company, Inc. v. N. L. R. B.*, 118 F. (2d) 937; *Matter of National Linen Service Corp., United Linen Supply Co., Linen Service Corporation of Texas*, 48 N. L. R. B. 171; *Matter of Ronrico Corporation and Puerto Rico Distilling Company*, 53 N. L. R. B. 1137.

#### IV. THE EFFECT OF UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the Company set forth in Section III, above, occurring in connection with the operations described in Section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

[\*469] V. THE REMEDY

Since it has been found that the [\*\*96] Company has engaged in certain unfair labor practices it will be recommended that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

Since also it has been found that the Company discriminated in regard to the conditions of employment of Otto Ratley, to discourage union membership, it will be recommended that it desist from this discriminatory treatment of its employees. Recognizing that the effect of such discrimination will tend to decimate the support of the Union, by inducing employees to quit, as in the case of Ratley, it will be recommended that upon his application the Company shall reinstate Ratley to his former or a substantially equivalent position, without prejudice to his seniority or other rights and privileges, and make him whole for any loss of pay he may suffer following any such application, by payment to him of a sum of money equal to the amount he normally would have earned as wages from the date of such application to the date of the Company's offer of reinstatement, less his net earnings during such period.

Likewise, since it has been found that the Company discriminated in regard to the tenure of [\*\*97] employment of Wallace C. Snyder, it will be recommended that the Company offer him immediate and full reinstatement unconditionally to his former or substantially equivalent position, without prejudice to his seniority or other rights or privileges, and make him whole for any loss of pay he has suffered by reason of such discrimination, by payment to him of a sum of money equal to the amount he normally would have earned as wages from the date of his discharge, September 9, 1943, to the date of the Company's offer of reinstatement, less his net earnings n58 during such period.

n58 By "net earnings" is meant earnings less expenses, such as for transportation, room, and board, incurred by an employee in connection with obtaining work and working elsewhere than for the respondent, which would not have been incurred but for his unlawful discharge and the consequent necessity of his seeking employment elsewhere. See *Matter of Crossett Lumber Company and United Brotherhood of Carpenters and Joiners of America, Lumber and Sawmill Workers Union, Local 2590*, 8 N. L. R. B. 440. Monies received for work performed upon Federal, State, county, municipal, or other work-relief projects shall be considered as earnings. See *Republic Steel Corporation v. N. L. R. B.*, 311 U.S. 7.

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Upon the foregoing findings of fact and upon the entire record in the case, the undersigned make the following:

#### CONCLUSIONS OF LAW

1. International Union of Mine, Mill and Smelter Workers, C. I. O., and its Local Union 648, are labor organizations within the meaning of Section (2) (5) of the Act.
2. By discriminating in regard to the conditions of employment of Otto Ratley, and by discriminating in regard to the tenure of employment of Wallace C. Snyder, to discourage membership in the International Union of Mine, Mill and Smelter Workers, C. I. O. and its Local Union 648, the Company has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (3) of the Act.
3. By interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, the Company has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (1) of the Act.
4. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2 (6) and (7) of the Act.
5. The Corporation has not engaged in any unfair labor practices alleged in the complaint.

#### [\*470] RECOMMENDATIONS

Upon the [\*\*99] basis of the foregoing findings of fact and conclusions of law, and upon the entire record in the case, the undersigned recommends that the St. Joseph Lead Company, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discouraging membership in International Union of Mine, Mill and Smelter Workers, C. I. O., and its Local Union 648, or in any other labor organization of its employees, by discharging or refusing to reinstate any of its employees,

or in any other manner discriminating in regard to their hire and tenure of employment or any term or condition of employment;

(b) In any other manner interfering with, restraining, or coercing its employees in the exercise of their rights to self-organization, to form labor organizations, to join or assist the International Union of Mine, Mill and Smelter Workers, C. I. O., and its Local Union 648, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection as guaranteed in Section 7 of the Act.

2. Take the following affirmative action, which the undersigned [\*\*100] finds will effectuate the policies of the Act:

(a) Offer Otto Ratley and Wallace C. Snyder, the former upon his application and the latter unconditionally, immediate and full reinstatement, each to his former or substantially equivalent position, without prejudice to his seniority or other rights and privileges;

(b) Make whole Otto Ratley and Wallace C. Snyder for any loss of pay each may have suffered by reason of the Company's discrimination in regard to him, by payment to Ratley of a sum of money equal to that which he normally would have earned from the date when he first has made application for reinstatement to the date of the Company's offer of reinstatement, and by payment to Snyder of a sum of money equal to that which he normally would have earned from September 9, 1943, the date of his discharge, to the date of the Company's offer of reinstatement, less the net earnings of each during such period, as prescribed above;

(c) Post in its mines and mills in St. Francois County, Missouri, copies of the notice attached hereto, marked "Exhibit A." Copies of said notice, to be furnished by the Regional Director for the Fourteenth Region, after being signed by the Company's representative, [\*\*101] shall be posted by it immediately upon the receipt thereof, and maintained by it for sixty (60) consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Company to insure that said notices are not altered, defaced, or covered by any other material;

(d) Notify the Regional Director for the Fourteenth Region in writing within ten (10) days from the receipt of this Intermediate Report what steps the Company has taken to comply herewith.

It is further recommended that unless on or before ten (10) days from the receipt of this Intermediate Report the Company notifies said Regional Director in writing that it will comply with the foregoing recommendations, the National Labor Relations Board issue an order requiring the Company to take the action aforesaid.

It is further recommended that the complaint against Mine LaMotte Corporation be dismissed in its entirety, and against St. Joseph Lead Company be dismissed in the allegations relating (a) to its discrediting the Union's agreement and (b) to its assisting the Victory Club in opposing the Union.

[\*471] As provided in Section 33 of Article [\*\*102] II of the Rules and Regulations of the National Labor Relations Board, Series 3, as amended, effective July 12, 1944, any party or counsel for the Board may within fifteen (15) days from the date of the entry of the order transferring the case to the Board, pursuant to Section 32 of Article II of said Rules and Regulations, file with the Board, Rochambeau Building, Washington, D. C., an original and four copies of a statement in writing setting forth such exceptions to the Intermediate Report or to any other part of the record or proceeding (including rulings upon all motions or objections) as he relies upon, together with the original and four copies of a brief in support thereof. Immediately upon the filing of such statement or exceptions and/or brief, the party or counsel for the Board filing the same shall serve a copy thereof upon each of the parties and shall file a copy with the Regional Director. As further provided in said Section 33, should any party desire permission to argue orally before the Board, request therefor must be made in writing to the Board within ten (10) days from the date of the order transferring the case to the Board.

MELTON BOYD, *Trial Examiner.*

Dated [\*\*103] March 28, 1945.

APPENDIX A

NOTICE TO ALL EMPLOYEES

65 N.L.R.B. 439, \*; 1946 NLRB LEXIS 58, \*\*;  
17 L.R.R.M. 226; 65 NLRB No. 80

Pursuant to recommendations of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

We will not in any manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form labor organizations, to join or assist International Union of Mine, Mill & Smelter Workers, C. I. O. and Local Union 648 of the same or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection.

We will offer to the employees named below immediate and full reinstatement to their former or substantially equivalent positions without prejudice to any seniority or other rights and privileges previously enjoyed, and make them whole for any loss of pay suffered as a result of the discrimination.

Otto Ratley, upon his application;

Wallace C. Snyder, unconditionally.

All our employees are free to become or remain members of the above-named union or [\*\*104] any other labor organization. We will not discriminate in regard to hire or tenure of employment or any term or condition of employment against any employee because of membership in or activity on behalf of any such labor organization.

ST. JOSEPH LEAD COMPANY,  
*Employer.*

Dated \_\_\_\_ By \_\_\_\_ (Representative) \_\_\_\_ (Title)

NOTE.--Any of the above-named employees presently serving in the armed forces of the United States will be offered full reinstatement upon application in accordance with the Selective Service Act after discharge from the armed forces.

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

#### Legal Topics:

For related research and practice materials, see the following legal topics:

Labor & Employment Law Collective Bargaining & Labor Relations Discipline, Layoff & Termination Labor & Employment Law Collective Bargaining & Labor Relations Right to Organize Labor & Employment Law Collective Bargaining & Labor Relations Unfair Labor Practices Interference With Protected Activities

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**TO: Walter W. Nowotny, Jr.**

**SUBJECT: Mine LaMotte - Harmony Lake**

**DATE: June 21, 2000**



The purpose of this memorandum is to summarize for you information reviewed, to date, relating to the Mine LaMotte, Lake Harmony site. In brief, it appears that St. Joe, prior to its 1926 Joint Venture agreement with NL Industries, did mine within the Mine LaMotte domain. Letters and other correspondence indicate, however, that "St. Joe" ore was shipped to Rivermines (Elvins) for milling. Available evidence also suggests that St. Joe's Mine La Motte mining was far removed from the Lake Harmony site.

By way of background, it appears that Lake Harmony was the location of early, pre-1930, mining, milling and smelting within the Mine LaMotte domain. Regarding early operations, the 1891 Annual Report of the State Mine Inspector for the State of Missouri (hereinafter "Annual Report" or "Report") notes, relative to Mine LaMotte "... Owned and operated by Rowland Hazard ... lead ore is now being worked from 3 vertical shafts ... it is disseminated in magnesium limestone ... Dressing works, furnaces and a machine shop are run in connection with the mines." The 1892 Report expands somewhat noting "... The ore now being worked is found disseminated in magnesium limestone, although in former years, a great deal of very high grade galena was obtained in clay near the surface ... ore is taken to the calcining furnaces and roasted ... [and then] it is conveyed to the smelting furnaces and smelted into pig lead." Rowland Hazard is again named as the owner/operator. The 1894 Report notes "The mines are situated on an old Spanish claim covering 20,000 acres ... and are at present owned by Mr. Rowland Hazard. These mines are by far the oldest in the State, having been worked continuously for more than 100 years... All the ore is reduced to pig-lead on the premises ..." The 1899 Report elaborates somewhat on the history of the property noting, "Before the French, in 1720, discovered the lead ore of this [Madison] County, it is claimed the Chickasaw Indians had been working the mines and disposing of the lead to early explorers. For many years following the ore was considered public property. In 1744

Francois Valle received a grant from the Spanish government of 34,999 acres, which embraced all of the lands ... known as Mine LaMotte. From 1875 until the last year this property has been owned by Rowland Hazard. The last report ... [to the State of Missouri] indicates S. H. Leathe ... is the present owner. It is estimated that Mine LaMotte has produced all told 117,180 tons of lead. For the year ending June 30, 1889 [sic] there was produced ... 2875 tons of lead, 64 tons of nickel and cobalt ... mining heretofore has been confined almost exclusively to a few square miles. Much surface mining has been done ..."

The 1902 Report gives additional detail relative to early operations at the site noting "From the discovery of the mines until 1799, they were worked in a limited way ... The method of smelting prior to [1799] yielded not-to-exceed thirty-five per cent of metal ... In the year 1823 Mine LaMotte is credited with five furnaces in operation ... In the year 1861 the United States government destroyed the furnaces at Mine LaMotte ... From [1864] until 1872 the mines turned out a great quantity of lead annually, but at this date a fire destroyed twelve furnaces ..."

Regarding ownership at Mine La Motte, the 1902 Report notes "... Mine LaMotte was purchased and taken possession of by the [Mine LaMotte Lead and Smelting Company] July 1902 ... Mill No. 1 was rebuilt; mill No. 2, with a capacity of 300 tons per day, has been completed and now in operation at shaft No. 8 ... Mill No. 3, with a capacity of 600 tons per day, is well advanced and will be completed and ready for operation this fall ... A second reservoir is under construction to furnish water for the added plants ... A nickel and cobalt refinery is under construction ... work laid out for the current year contemplates the erection of a new smelter ... Two leases of land have been sold on which two mills are to be erected ..." The 1903 Report notes "Mill No. 2 is a new structure ... it has a capacity of 300 tons [per day] ... Mill No. 3 is now in operation ... has a capacity of 600 tons [per day] ... construction of a new smelter was well underway. This smelter will embrace a water jacket 42 x 120 inches, with a maximum capacity of 150 tons per day. There will be six Jumbo furnaces erected; an improvement on the old Scotch Eye ... A new reservoir has been completed directly west of mill No. 1." The 1906 Report notes "There are eight shafts ... equipment embraces one concentrating plant of 300 tons daily capacity ... the company is erecting a new concentrating plant with a daily capacity of 500 tons ..."

Difficulties encountered in milling the Mine LaMotte ores are typified by comparing the 1906 Report with that from 1907 which notes "At present the company is operating one concentrating plant of 250 tons daily capacity ... The evident intent of the former management was to improve the mill ... there appears to have been a error made ... present management is making a very

decided change and are constructing a mill double in capacity of 500 tons daily ... The new mill was commenced in July 1907 ..."

There are various references to surface operations and contractors operating within the Mine LaMotte domain and at or nearby the Lake Harmony site. For example, the 1906 Report notes "For many years the company has permitted miners to prospect upon the land ... At present there are about 35 men engaged in this kind of work ... The miner is allowed for his ore, after the same has been milled, about \$30.00 per ton." The 1910 Report again references the presence of "prospectors" at the site noting "A 500-ton capacity mill is supplied from three shafts and numerous subcontractors are working the Mine LaMotte lands on the royalty plan."

The 1910 and 1911 Reports note that Mine LaMotte Lead and Smelting Company operates one mill and three shafts located in Section 36, Township 34, Range 7. Maps, photographs and drawings confirm that Lake Harmony was the location of these early operations, including operations by Mine LaMotte Lead & Smelting Company, Mine LaMotte Company, independent miners and subcontractors and (later) Sweetwater Mining Company.

The first reference to St. Joe operating within the Mine LaMotte domain appears in the 1925 Missouri Mine Inspectors Report which notes "The St. Joe Lead Company has been drilling on the Mine LaMotte claim under a lease, which they have on this property, discontinued the drilling the latter part of the year, and have sunk a shaft of the Joplin style, down to the ore body, and at present are drifting out into some of the ore bodies ..." The Report does not attribute any lead production to Mine LaMotte during 1925. The 1926 Report further notes "Prospecting has been carried on very actively during the year 1926 ... St. Joseph Lead Company drilled out the Mine LaMotte claim, established an ore body, sunk a shaft and drifted in various directions several thousand feet. The company has a railroad almost to the shaft, and as soon as the railroad is completed this mine will start producing ore." The Reports do not attribute any lead production to the Mine LaMotte property for the years 1925 or 1926.

The only reference to St. Joe production at Mine LaMotte in the early Inspection Reports appears in the 1928 report, which notes "... Part of the loss in [lead] production [in Missouri] was due to the shut-down of Mine LaMotte ... where general overhauling was taking place, and the building of a large mill was in progress ... The holdings of the old Sweetwater Mining Company in Madison County were purchased by the St. Joseph Lead Company, a new shaft put down ... Old Shaft No. 14 was reclaimed and production will commence as soon as the large concentrating mill under construction is completed ... Mine LaMotte ... producing 10,000 tons of lead during the previous year, was not in the list of production for 1928 ..." Finally, the 1929 report notes "Mine LaMotte, which did not produce during 1928, operated 303 days during 1929." The Report also

notes Mine LaMotte Corporation, during 1929, controlled 29,000 acres, operated two shafts, handled 235,000 tons of rock and produced 11,900 tons of lead concentrates.

Various St. Joe reports and letters verify lead ore production from Mine LaMotte during the 1922 through 1928 time period. One letter dated February 10, 1927 reports \$30,356.07 income from sales of ore less \$16,304.99 "advances to prospectors for surface mining." Monthly operating reports covering the time period January 1927 through March 1928 show that from 200 to in excess of 10,000 tons per month of ore was shipped from Mine LaMotte for milling. Letters and correspondence in that same time frame indicate that this ore was milled by St. Joe at its Rivermines (Elvins) mill. Additional evidence to support a finding that St. Joe did not operate at the Lake Harmony site follows.

In a letter to St. Joseph Lead Company (St. Joe) dated June 6, 1922 St. Louis Smelting and Refining Co. (NL) reports "We understand you are interested in prospecting the so-called Mine LaMotte property, but are hesitant to proceed to do so because of the existence of a certain contract dated July 7, 1914, between St. Louis Smelting & Refining Company and Roscoe F. Anderson, a mesne assignor to Mine LaMotte Company, wherein provision is made that all lead ores and lead concentrates produced from said properties shall be sold to St. Louis Smelting & Refining Company ..."

In a letter to Sweetwater Mining Company dated June 8, 1926 St. Joe states "Our present plan contemplates the re-equipping and extending of the standard gauge railway track ... to our new shaft. ... We hope to begin mining operations in the fall. In the initial stages we will ship the ore to our mills in St. Francois County to obtain more information as to the kind of mill which we should construct if a mill then seems advisable."

In a letter to St. Louis Smelting & Refining Company (NL) dated June 17, 1926 St. Joe formally proposes the terms and conditions for the NL/St. Joe Mine LaMotte Joint Venture. In that letter St. Joe notes that "We have invested \$302,456.33 with interest to April 30, 1926, in exploration and prospecting ... [and] have modified our contract with Sweetwater Mining Company ..." The letter further states "If, as is now contemplated, Mine La Motte ores are shipped to St. Francois County for custom milling ..."

The Agreement and the Supplemental Agreement between St. Joe and NL (dated June 17, 1926 and July 6, 1928, respectively) similarly note "If, as is now contemplated, Mine LaMotte ores are shipped to St. Francois County for custom milling ..." and "If ores originating on said Mine LaMotte property are shipped to St. Francois County for custom milling in the plants of either or the parties

hereto, ..." Copies of the June 17, 1926 "Agreement" and the June 19, 1928 "Supplemental Agreement" between St. Joe and NL Industries relating to the establishment of Mine LaMotte as a fifty-fifty Joint Venture were previously sent to you.

Perhaps the best evidence regarding non-operation of the Lake Harmony mill comes from a report dated August 13, 1926 by the American Appraisal Company which notes, relative to the Sweetwater Mining Company Mine LaMotte (Lake Harmony site) property "Buildings Nos. 1 [Picking Plant], 9 [Sand Mill] and 11 [Flotation Plant] are in a very dilapidated condition due to physical deterioration resulting from lack of maintenance ... Buildings No. 22 [Crushing Plant] ... and adjacent structures are in poor condition due to weathering and lack of maintenance ... As a whole the machinery and equipment at the main plant are in very poor condition due to exposure to the weather ... lack of maintenance and destruction by the collapse of parts of the building. In very few instances ... could machines be overhauled and put into operating condition economically ... the buildings and machinery and equipment at the various mines are in very poor condition - several structures having actually collapsed. In very few instances only have we found machines at the mines that could be overhauled and put into operating condition ..."

An internal St. Joe document, dated December 31, 1930, identifies operating Mine LaMotte facilities as one concentrating plant, three shafts (Nos. 4, 14 & 18) and one other mine (Offset). Other St. Joe documents show the locations of these shafts; No. 4 shaft being located ¼ mile west and north from the Mine LaMotte Recreation Association lake, No. 14 being located ¼ mile north from the Association lake and No. 18 being located at the new mill site (east and north from the Association tailings pile). All of these shafts are one or more miles, straight line, from the Lake Harmony site.

Other references, summarized below, confirm detail and history as reported above.

### **Department of the Interior, United States Geological Survey, Mineral Resources of the United States**

1914 - "The Mine LaMotte property in Madison County was operated from January 1 to May 31, 1914 by the St. Louis Smelting and Refining company which also treated the crude ore produced by the St. Francois Lead Co. ... The Mine LaMotte was operated by the St. Louis Smelting and Refining Co. until May 31, 1914 and the remainder of the year by Mine LaMotte Co. Four shafts and several prospects were operated ... The mill ... has a capacity of 500 tons per day ..."

1915 – Four shafts and several prospects were operated in 1915 by the Mine LaMotte Co. on a tract which was first mined in 1720. The shallow deposits were followed down to a depth of 100 to 125 feet, and from this level the ore has been coming that for 50 years has supplied the mill and smelter. The mill, which is practically new, has a capacity of 800 tons per day ...”

1916 – “Four shafts and several prospects were operated in 1916 by the Mine LaMotte Co. ... the property has been acquired by the Missouri Metal Corporation ... large additions to the equipment of the property including a pickling plant ... and a concentrating plant designed for the treatment of copper-nickel-cobalt ores. A beginning was made on mining part of the ore by steam shovels and it is planned to use that method of mining entirely in the future.”

1917 – “The old Mine LaMotte property in Madison County, which was taken over by the Missouri Metal Corporation ...”

1918 - “The old Mine LaMotte property in Madison County, which was taken over by the Missouri Metal Corporation shipped some lead concentrates ... The company is now in the hands of the receiver, Festus J. Wade, of St. Louis ... it is uncertain whether operations will be resumed.”

1922 – “The St. Joseph Lead Co. has acquired the property of the ... old Mine LaMotte, which has been in a receivers hands for several years.”

**Department of Commerce, Bureau of Mines, Mineral Resources of the United States**

1928 – “A new mill was under construction at the Mine LaMotte ... The 19 shafts in operation range in depth from 200 to 500 feet.”

**The Southeastern Missouri Lead District in 1914, Engineering and Mining Journal, Volume XCIX, January 1 to June 30, 1915**

“The National Lead Co. had an active year ... The lease on the extensive Mine LaMotte estate was surrendered and its operation was taken over by another company ...”

**The Southeastern Missouri Lead District , Engineering and Mining Journal, Volume CI, January 1 to June 30, 1916**

“The Mine LaMotte Co. ... had an active year and made the largest output in its history ... it has adopted several original ideas, the most of which is to rework the shallow diggings by steam shovel, in milling which there is quite a recovery of carbonate of lead ...”

**The Southeastern Missouri Lead District , Engineering and Mining Journal, Volume CIII, January 6, 1917**

“The Mine LaMotte property ... had the most active year in its history and the output made a new high record. Under the new management, the steam shovel has become an active factor in reworking the surface clays ... This shovel work produces more or less coarse or “chunk” galena ... and a sand containing 80% silica that carries 3 to 8% of carbonate of lead ...”

1-1a

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# Ore Deposits

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THE GRATON-SALES VOLUME

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## 20. The Geology and Ore Deposits of the Tri-State District of Missouri, Kansas, and Oklahoma

DOUGLAS C. BROCKIE,\* EDWARD H. HARE, JR.,\* PAUL R. DINGESS\*

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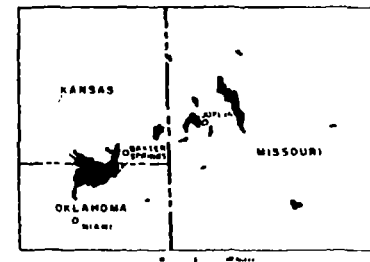
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\* Eagle Picher Industries, Inc., Miami, Oklahoma

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ABSTRACT

Mining in the Tri-State district of Missouri, Kansas, and Oklahoma has been nearly continuous from about 1848 until the present day, although the major activity was from about 1880 to 1955. The district, which has produced over \$2 billion in zinc and lead concentrates, ranks as one of the greatest mining districts in the world. Unlike other Mississippi Valley-type deposits in the United States, which occur in Cambrian and Ordovician limestones and dolomites, the Tri-State district ores occur in Mississippian limestones containing abundant chert. Zinc is 5 to 6 times more abundant than lead. In the Picher Field, the principal sub-district which has accounted for 61 percent of the total district production, most of the ore has been mined from the single horizon, M bed. Most ore bodies, other than those of

the "Sheet Ground" or blanket-type, are in large, essentially flat-lying breccia zones and have a definite mineral zonal pattern. An irregular, generally elongated central dolomitic core is surrounded progressively outward by the main ore run, the jasperoid zone, the muddy or shaly and bouldery zone, the sparry calcite limestone zone, and the fossiliferous, dominantly crinoidal, limestone zone. Some of the zones may be absent or nearly so and may overlap to some extent with an adjacent zone. Although the district has been studied by many authors, much controversy still exists about such items as genesis, paragenesis, and time of emplacement. These subjects are discussed in the paper.

### INTRODUCTION

The Tri-State Mining District of Missouri, Kansas, and Oklahoma extends from east of Springfield, Missouri, to slightly west of the Picher Field of Kansas and Oklahoma, an east-west distance of approximately 100 miles. The north-south dimension is less than 30 miles.

Since most of the production has come from the western half of the district, this paper describes the geology of the four-county area consisting of Ottawa County, Oklahoma; Cherokee County, Kansas; and Newton and Jasper Counties, Missouri, with only minor comment on the eastern part of the district lying outside these four counties. Figure 1 shows the major



## THE SOUTHEAST MISSOURI LEAD DISTRICT: A REVIEW

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### INTRODUCTION

This article is a review of the geology and related aspects of the Southeast Missouri Lead District. Those aspects include: 1) importance, production, and grade, 2) location, subdistricts, current producing mines, and mining history, 3) stratigraphy and structure, 4) forms of individual ore deposits and controlling structures, 5) mineralogy and paragenesis, 6) cathodoluminescence microscopy, 7) fluid inclusions, 8) trace elements, 9) isotope compositions, 10) mineral and metal zoning, mineral asymmetry, and possible directions of ore fluid flow, 11) age of mineralization, 12) genesis of the ore deposits, 13) exploration, and 14) environment and forest lands. The article has been modified and updated from a previous field guidebook paper (Hagni, 1986).

### IMPORTANCE, PRODUCTION, AND GRADE

The Southeast Missouri Lead District, the world's largest producer of lead since 1970 (15 percent of world production), has been the largest producer of lead in the United States since 1907 (nearly 90% of U.S. production in 1988), except for 1962, when production was reduced by a prolonged labor strike. Production has declined slightly but steadily since 1982, when the district produced 523,003 short tons of lead metal (U.S. Bureau of Mines Mineral Industry Surveys, 1983). The decline in the price of lead and labor problems reduced production in subsequent years. A total of 382,489 short tons of recoverable lead metal was produced in 1985 that amounted to 90% of United States lead production (Esparza, 1989).

The district is third in zinc production in the United States. It yielded 39,972 short tons of zinc metal in 1988, which constituted 16 percent of United States mine output (Esparza, 1989). The district placed Missouri sixth among copper-producing states in the United States; 14,782 tons of copper metal were produced in 1988. The silver in the district occurs only in solid solution in the base metal sulfides, but is recovered from those minerals and ranked Missouri 7th among silver-producing states in the United States. In 1988, 1.2

million troy ounces, accounting for three percent of domestic silver production, were recovered. The value of these four metals in 1985 amounted to about 396 million dollars. Very small amounts (less than 0.1 percent) of cobalt and nickel are present in the ores of the Southeast Missouri Lead District. Because large tonnages of ore are present, the district contains the second largest cobalt reserve in the United States, about 120 million pounds of cobalt metal (Hagni, 1983b).

Total production from the Viburnum Trend from 1960 through 1984 was over 123 million tons of ore, yielding about 7.7 million tons of lead, over one million tons of zinc, about 181,000 tons of copper, and nearly 33 million troy ounces of silver (Wharton, 1986). The figures from that source calculate to an average grade of 5.8 percent lead, 0.8 percent zinc, 0.14 percent copper, and about a quarter of an ounce silver per ton of ore, although the results for copper and silver are low, due to the lack of metal data for some years. The cumulative value of the four metals recovered during those 25 years was about 5.1 billion dollars. Production from 1985 through 1988 bring the total production figures for the Trend to about 146 million tons of ore, 9.1 million tons of lead, 1.1 million tons of zinc, about 236,000 tons of copper, 38.5 million troy ounces of silver.

Total production from the older subdistricts has been summarized by Wharton (1981). The old Lead Belt subdistrict, from 1865 to 1972, produced 8.5 million tons of lead metal. From 1915 to 1972, 228 million tons of ore, with an average grade of 2.8 percent lead were produced in that subdistrict. Production from the Indian Creek subdistrict was nearly 15 million tons of ore, with a grade of about 2.5 percent lead. Production in terms of lead metal was about 0.6 million tons from the Fredericktown subdistrict and 20,000 tons from the Annapolis subdistrict.

### LOCATION, SUBDISTRICTS, CURRENT PRODUCING MINES, AND MINING HISTORY

The Southeast Missouri Lead District consists of several mining subdistricts in southeastern Missouri, around the core of the St. Francois Mountains. Figure 1, from Wharton (1975), shows the location of the subdistricts. The most recently discovered deposits occur in the Viburnum Trend, currently the only producer in the district. The Viburnum Trend comprises ten mines aligned approximately north-south over a distance of about 45 miles; it extends from about five miles north of the town of Viburnum to more than 15 miles south of the town of Bunker.

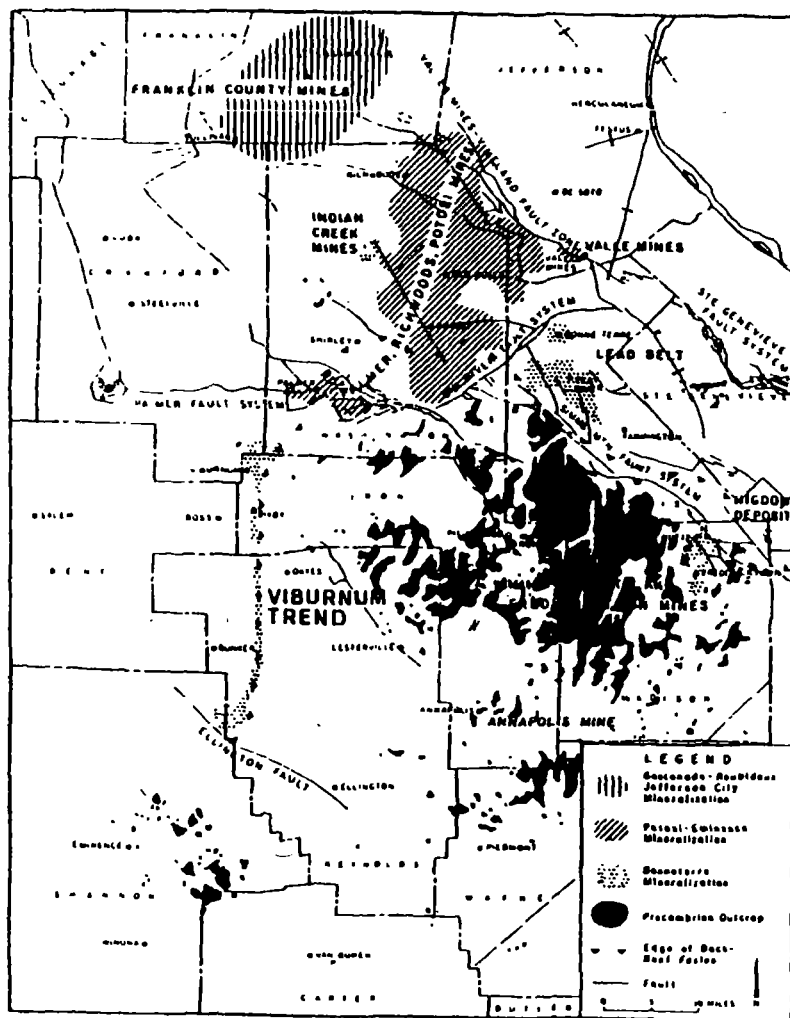


Figure 1  
Map of Southeast Missouri Lead district

The mines constituting the Viburnum Trend are shown in Figure 2, from Voss (1988). The current company ownership and start-up dates for the mines in the Trend are the given in Table 1.

Table 1. Company ownership, and start-up dates for mines in the Viburnum Trend.

Viburnum No. 29 mine - Doe Run Company - November, 1964  
 Viburnum No. 27 mine - Doe Run Company - July, 1960  
 Viburnum No. 28 mine - Doe Run Company - January, 1962  
 Viburnum No. 35 (Casteel) mine - Doe Run Company - August, 1983  
 Magmont mine - Cominco American (operator) and Dresser Minerals - June, 1968  
 Buick mine - Doe Run Company - February, 1969 (closed May, 1986 and reopened early 1987)  
 Brushy Creek mine - Doe Run Company - November, 1973 (closed May, 1986 and reopened in 1988)  
 West Fork mine - ASARCO Incorporated - September, 1985  
 Fletcher mine - Doe Run Company - February, 1967  
 Sweetwater mine (Ozark Lead, Milliken) - ASARCO - June, 1968 (closed March, 1983; reopened December, 1987)

Mining in the Viburnum Trend began at the Viburnum No. 27 mine in July, 1960. Nine mines are currently producing from the Viburnum Trend: Nos. 29, 28, 35 (Casteel), Magmont, Buick, Brushy Creek, Fletcher, West Fork, and Sweetwater. The Viburnum No. 27 deposit had been mined out and the mine closed in September, 1978. Viburnum No. 35 began production in August, 1983. Production began in September, 1985 at the West Fork mine, where two shafts were sunk in 1980. Underground development at West Fork was suspended in October, 1982, but resumed in October, 1983. The West Fork mill was completed in June, 1983. The Sweetwater mine (formerly called Milliken mine, and Ozark Lead mine) was closed by Kennecott in 1983, but purchased by ASARCO and reopened in 1987. An ore deposit to the southwest of Sweetwater, the Blair Creek deposit, is owned by Pioneer Forest but is undeveloped.

Until 1964 the principal production came from the Old Lead Belt subdistrict, which is about 30 miles east-northeast of the northern end of the Viburnum Trend. The subdistrict was operated by St. Joe and three divisions (north to south): 1) Bonne Terre, 2) Leadwood-DeSoto,

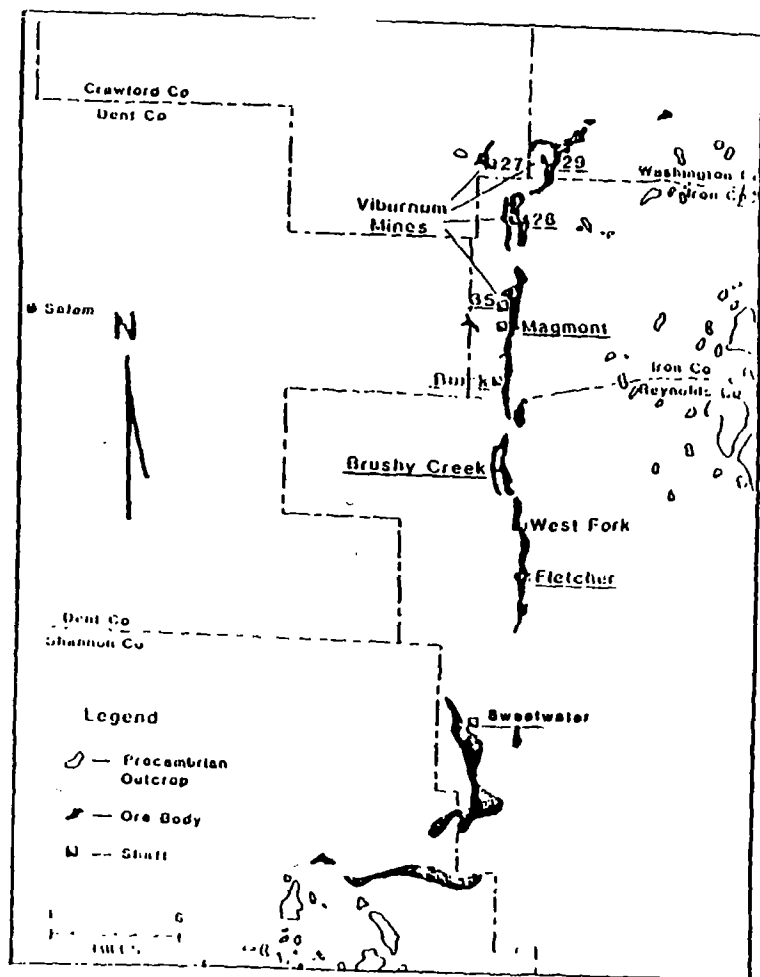


Fig. 2. Mines, ore deposits, and Precambrian outcrops in the Viburnum Trend, Southeast Missouri Lead District (modified from Voss, 1988).

and 3) Federal Mines-Flat River. The St. Joe Lead Company (subsequently called St. Joe Minerals Corporation) was formed in 1864 to mine deposits in the Bonne Terre area and by 1933 had become the sole operator in the Old Lead Belt subdistrict, which is mined out, the last operations having been in October 1972. Much of the land has been donated to the State of Missouri to form St. Joe State Park and Missouri Mines State Historical Site.

Philip Renault, who was leading a French expedition, often is credited with discovering lead ore in surface exposures in the Southeast Missouri Lead District in 1720 at the present site of the La Motte in the Fredericktown subdistrict, but the deposits were known to the Indians before the 18th century. Although mining had ceased in the Fredericktown subdistrict by 1961, Anschutz Mining Corporation announced in 1979 that it would dewater the old Madison mine to extract the remaining ore reserves for cobalt, copper, and nickel (Brooke, 1981). However, the subsequent decline in the price of cobalt caused Anschutz to suspend developing the Madison mining project and recently made an agreement with Falconbridge Ltd. for a drilling on their properties. Discovery of the Higdon deposit, about 10 miles northeast of Fredericktown, was announced by National Lead Company in 1956. A joint venture with Bunker Hill Mining Company was formed and plans for development were announced in 1964. Two drift shafts were completed in 1967, but both shafts are now sealed. Bunker Hill bought out the NL Industries interests in 1976 and subsequently became a subsidiary of Gulf Resources and Chemical Corporation in 1968. The small size of the Higdon deposit, compared to deposits in the Viburnum Trend, has delayed further development.

St. Joe discovered the Indian Creek subdistrict, by drilling, in April 1948 as a result of efforts to discover additional lead reserves to replace those of the Old Lead Belt which were nearly exhausted. It is separate from and lies north of the main areas of lead-zinc mineralization in the lead district. The interesting factors that led to the discovery of the ore deposits at Indian Creek are related in an in-house memorandum by Richard E. Wagner, and by Ohio and Colorado (this volume). These include 1) the decision by St. Joe in 1948 to explore for lead ore outside the old Lead Belt, where the reserves were declining; 2) leases that included land in which St. Joe was interested; 3) a driller's attempt to wedge part of a lead mine shaft; and 4) the decision to do additional optioning and drilling for lead trace mineralization. Discovery of the Indian Creek subdistrict

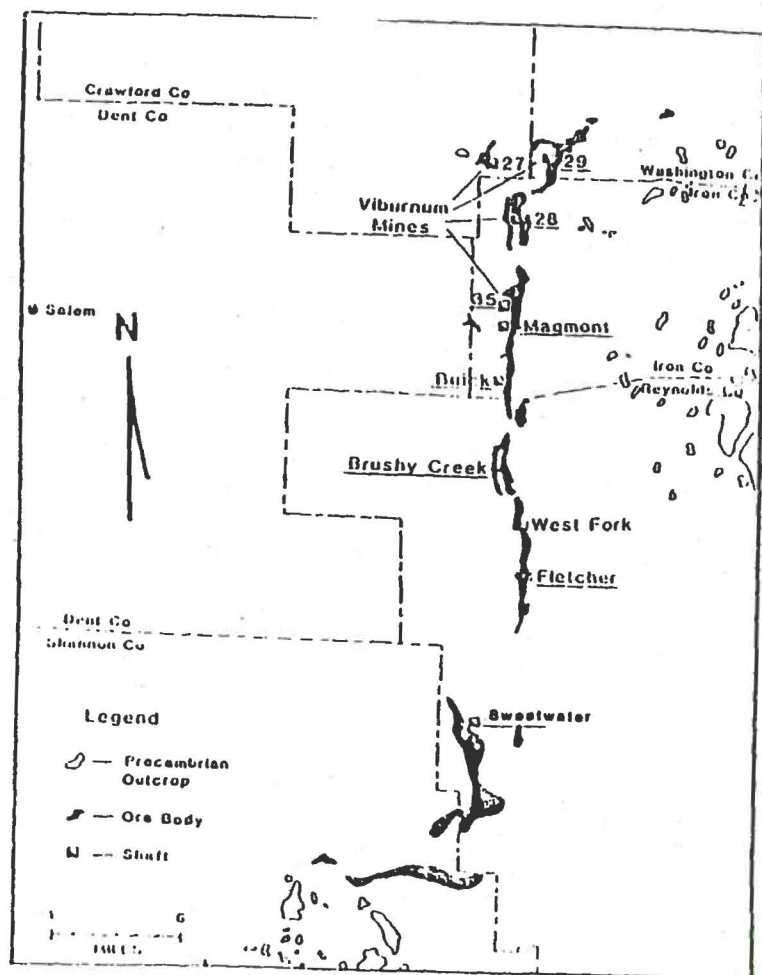


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